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Current Topics.

House of Lords Appeal List.

WHILE the list of appeals coming before the House of Lords this term is not so long—indeed is comparatively short—as compared with the corresponding term last year, it may be said to be likely to make up in the length of the individual cases what may be lacking in number. The first in the list, the hearing of which has begun, is said to be likely to last a considerable time, involving as it does the validity of a patent having reference to the amplification of electric waves such as are used in wireless. In the court of first instance judgment was given for the plaintiffs, but this decision was reversed in the Court of Appeal, hence the present appeal to the Lords. Another case also likely to take some time raises an important point of copyright law. These cases, with a few others, and the disposal of several heard some time ago, will probably occupy their Lordships the greater part of the term. In connection with appeals to the House it is curious to note the difference in terminology used to denote the stages of the hearing as compared with that in use in the Law Courts. In the latter, when the court takes time to consider what its decision is to be, the reporter notes this fact at the end of the argument by the words "*Curia advisari vult*" or, more usually, in the abbreviated form "*Cur. ad. vult*"; and when the court is ready to give its decision this is noted in the cause list by the words "For Judgment." Not so in the House of Lords. In that august tribunal, when their Lordships reserve what elsewhere would be called their judgment, the reporter employs the phrase "Consideration adjourned *sine die*," and when the decision is ready to be announced the case is listed under the word "Consideration." Their Lordships do not give "judgment," they give their "opinions," and when all these have been given, the occupant of the Woolsack formally puts the question whether the contents or the not-contents have it; in this we have a reminder that though in fact sitting as a judicial body the House is still in theory part of the Legislature and as such employs its forms.

Probation: Forthcoming Legislation.

THE recent Home Office booklet concerning the probation service which formed the subject of a paragraph in these columns last week should do much to make the advantages of the system more widely known than it appears to be at present. Probation is, however, the creature of statute, and much of the prevailing lack of knowledge on the subject may be attributed to the fact that the existing law is not invariably expressed in the clearest terms or very readily available. Moreover, experience has demonstrated the desirability of certain changes. The announcement of a forthcoming Bill to deal with the whole subject will, therefore, be generally welcomed. In the course of a recent address at the annual conference of the National Association of Probation Officers the Home Secretary stated that the measure shortly to be introduced would bring together into a single, easily manageable form all the principal enactments connected with the subject, and he also intimated that it would be possible "to tie up a certain number of ragged ends and make the probation system appear at its right focus as an integral and essential part of the many problems of social reform." He said that the Bill was practically ready and that he had hoped to introduce it immediately. It was indicated, however, that the pressure of Parliamentary time was so great that it might be difficult to fit the measure into the immediate future. Whether it was a matter of weeks or months, the hope was expressed that before the next annual conference of the association the Bill would be on the statute book.

Betting and the Law.

THERE are probably few who would have the hardihood to defend in its entirety the existing law of this country on the subject of betting, either on grounds of consistency, clarity or effectiveness. Whether the Bill introduced by Mr. A. P. HERBERT some ten days ago is calculated materially to improve the position is a question into which we cannot enter here, but its frank recognition of existing facts as a prelude to the remedying of abuses points to the direction from which any substantial improvement must ultimately come. According to the preamble, the objects of the Bill are to amend the law concerning betting and wagering, to put down certain abuses, to provide for the registration and regulation of bookmakers, and to limit the public inducements to betting. To set out in detail the proposals contained in the measure would be premature at this stage, but the provisions designed to restrict betting inducements are of sufficient general interest to merit brief mention. It is proposed that the publication of advice in the form of "tips" should be unlawful except upon a race track or in a

newspaper not wholly or mainly devoted to racing matters, and, moreover, that except upon a race track the offer for sale of such advice should be unlawful, and when any newspaper contained such or forecasts of sporting events it should not be lawful to advertise the fact. Further, every registered bookmaker would be required to make annual returns showing the total sums received by way of stakes and the total amount paid out by him by way of winnings, while it may not be fanciful to include among the correctives to betting inducements the proposal that cash bet deposit offices for the reception of bets through letter boxes attached to an exterior wall should not be situated within 50 yards of a church, chapel, school or employment exchange. The Bill follows certain of the principal recommendations of the Royal Commission on Betting and Lotteries which sat some five years ago, and upon certain points embodies the substance of the recommendations of the majority of the members of that Commission.

Roads and Accidents.

IN commenting on the analyses of the causes of road accidents published from time to time by the Ministry of Transport we have suggested more than once that caution should be exercised in accepting unreservedly the causes assigned. It is interesting to note in this connection that Mr. R. GRESHAM COOKE, secretary of the British Road Federation, recently stated in evidence tendered to the House of Lords Committee on the Prevention of Road Accidents that the federation disagreed with the conclusions drawn from these analyses and that it did not agree that only 1·2 per cent. of accidents were attributable to road conditions and all others (except a negligible minimum) to personal error. The analyses, it was urged, were not in fact based on scientific investigation. Much could be done to reduce the risk of accidents by the improvement of the highway system, and in particular by adapting its general lay-out to meet the changes in traffic conditions. The matter appears to call for two observations: First, it is the obvious duty of motorists—and others—to use the roads as they find them and not as they would like them to be. Accidents are due to some deviation from the norm, and in our view this is far more frequently to be found in the conduct of some road user—be he cyclist, pedestrian or motorist—than in something of the nature of a trap in the lay-out of the highway. Experience on the road furnishes daily examples of incompetence and folly, and while it would be difficult to express in the form of percentages the relative responsibility of roads and users for accidents, it may be suggested that the Ministry's figures in this connection are not far out. On the other hand—and this is the second observation we desire to make—the problem of road safety is largely one of saving persons from the consequences of their own—and others—want of reasonable caution The lay-out of most roads has not kept pace with the developments of the internal combustion engine, nor does it make provision for driving habits engendered by that development. Consequently, there is ground for hope that the construction of properly designed motorways and the improvement of existing highways—both advocated by the British Road Federation—would be accompanied by a substantial reduction in the number of accidents.

Land Registration: Office Copies and Official Searches.

THE attention of readers is drawn to the important notice recently issued by the Land Registry with reference to office copies of the register and official searches in Form 94. The notice is set out in full on p. 380 of the present issue, and it is therefore unnecessary to deal with the matter in detail here. It may, however, be noted that photographic office copies of the register and of filed plans are now obtainable from the Land Registry at the prices indicated in the notice. Specially reduced rates have been arranged with reference to estates being sold in lots, and where multiple office copies of the register are so issued new editions of the register rendering them out of date will not be opened by the Land Registry. It is pointed out that printed abstracts of the land certificate of building estates as issued at the time of first registration may become out of date and cease to be copies of the subsisting entries on the register, such as a vendor is required to furnish to purchasers by s. 110 of the Land Registration Act, 1925, and that their use throws the machinery of official searches in Form 94 out of gear. Readers may, perhaps, be reminded that Form 94 is now published as Form 94A and Form 94B, affecting respectively searches of the whole and of part of the land comprised in a registered title. This change, which is in line with existing procedure concerning other forms, such as those relating to transfers and charges, renders the forms simpler to fill in and more readily intelligible, though—as was pointed out in a recent announcement by the Chief Land Registrar—practitioners holding a stock of Form 94 can continue to use such form until their supplies are exhausted.

The Housing (Financial Provisions) Act, 1938: Memorandum.

A MEMORANDUM concerning the Housing (Financial Provisions) Act, 1938, which received the Royal Assent on 30th March, will be of considerable assistance to local authorities, to whom it has been sent by the Ministry of Health, and will also be helpful to practitioners concerned with this branch of the law. It is impossible to deal with the matter in detail here, but a few points of general interest may be extracted as indicative of the nature of the memorandum. It is recalled that the new Act does not amend the general law consolidated in the Housing Act, 1936, and accordingly calls for no substantial alteration in the procedure of local authorities under the Acts so consolidated. The main innovation lies in the fact that Exchequer contributions will be uniform, whether the houses are provided for slum clearance or the abatement of overcrowding, with the result that it will no longer be necessary for local authorities to adopt different procedures in submitting proposals for houses for these purposes. Evidence will still, however, be required of local needs for these purposes, which should be separately indicated as well as the requirements for housing the agricultural population, in applications for subsidy. It is stated that in approving proposals for the purposes of the Act, the Minister will not normally allow for subsidy a greater number of houses than the total of the unfit houses to be dealt with plus the number of overcrowded families in respect of whom new accommodation has to be provided, although it is intimated that where, owing to the number of families living in unfit houses, it is necessary to provide new houses in excess of those to be dealt with, he would be prepared to allow a number of new houses not greater than the total number of families. It is urged that the new houses should be of the size disclosed by the overcrowding survey to be necessary, having regard to existing housing provision in the locality. The special provisions in the Act concerning the higher rate of Exchequer contribution and the lower statutory rate contribution applicable in the case of houses required for the agricultural population are dealt with, attention being drawn to s. 3, which enables the local authority to make grants in respect of agricultural housing by other persons. Readers desiring further information must be referred to the memorandum itself, which is published by H.M. Stationery Office, price 4d. net.

Housing Act Circulars.

WITH the memorandum dealt with in the last paragraph the Ministry has sent to the local authorities concerned one of two circulars dealing with such provisions of the Housing (Financial Provisions) Act, 1938, as concern the respective recipients. Circular No. 1696, which has been sent to the London County Council, the Metropolitan borough

councils and the county borough councils throughout the country, indicates that as the result of the progress which has been made, the total amount of re-housing work to be done after the end of the present year may be expected to be divided in approximately equal proportions between slum clearance and the abatement of overcrowding, although the proportions will vary in different districts. The equalisation of the contributions in respect of houses built for each purpose, it is stated, will facilitate the progress of the two campaigns for slum clearance and the abatement of overcrowding side by side, and the Minister is anxious that both campaigns should be prosecuted with equal vigour. Circular No. 1697, which has been sent to town councils, urban district councils, and rural district councils, deals, *inter alia*, with the rural housing problem, in connection with which it is urged that the houses erected should not only provide more healthy living conditions but be attractive and in keeping with the neighbourhood. Another point bearing upon the amenities of rural localities may be mentioned. It is recalled that the majority of the witnesses who appeared before the Rural Housing Sub-Committee of the Central Housing Committee considered that so far as possible new houses should be built in or close to existing villages rather than on isolated sites. Both the circulars point out that while under s. 1 of the Act the new Exchequer contributions will be payable for houses completed after the beginning of 1939, the Minister is empowered by s. 10 to pay such contributions in respect of houses, other than houses provided in connection with slum clearance, completed before the end of 1938 for which no building contract was entered into before 3rd February, 1938. There will consequently be no need for local authorities to hold up proposals for the provision of houses to abate overcrowding or houses for the agricultural population during the remainder of the present year in order to secure the new subsidies. Moreover, the Exchequer contributions provided under the Act are payable for housing accommodation approved for the purposes of the Act by the Minister. Any houses therefore approved by the Minister under the Act of 1936, which are not completed fit for occupation by the end of 1938 and which will thus fall within the purview of the new Act, will require the approval of the Minister under the Act. In this connection each circular states the Minister "hereby approves such houses for the purposes of the Act." The circulars are published by H.M. Stationery Office, price 1d net, each.

Recent Decisions.

In *Robson and Others* v. *Sykes* (*The Times*, 28th April), a Divisional Court (LORD HEWART, C.J., and BRANSON and HUMPHREYS, JJ.) upheld a decision of the Recorder of Liverpool who quashed convictions of seamen for an alleged combination to impede the navigation of a ship contrary to the provisions of s. 225 (1) (*e*) of the Merchant Shipping Act, 1894. The matter arose out of a refusal to load nitrate destined for Spain while the civil war was in progress. See *Palace Shipping Co.* v. *Caine* [1907] A.C. 386.

In *Graves* v. *Pocket Publications Ltd.* (*The Times*, 29th April), SIMONDS, J., held that the plaintiff was entitled to damages and an injunction with reference to matter appearing in a magazine entitled "Lilliput," which infringed the plaintiff's copyright. In awarding £12 10s. against each of the two defendants, the printers and the publishers, for infringement, and £7 10s. against the latter only for conversion of the infringing copies, the learned judge referred to *Sutherland Publishing Co., Ltd.* v. *Caxton Publishing Co., Ltd.* [1936] Ch. 323; [1938] Ch. 174, and intimated that while a plaintiff was entitled to damages both for infringement and conversion, damages under the two heads might overlap and must not be awarded twice over.

In *Chisholm and Another* v. *London Passenger Transport Board* (*The Times*, 29th April), the infant plaintiff suing by his father was awarded damages for injuries sustained as a result of being run into by an omnibus on a pedestrian crossing. HILBERY, J., negatived a defence all based on contributory negligence following *Bailey* v. *Geddes* (81 SOL. J. 684), holding that the matter was governed by Reg. 3 of the Pedestrian Crossing Places (Traffic) Provisional Regulations, 1935, construed by the Court of Appeal in that case, and not by Reg. 5, which relates to a crossing at a road intersection.

In *Dynes* v. *Green* (mentioned in *The Times*, 29th April), a Divisional Court (LORD HEWART, C.J., and BRANSON and HUMPHREYS, JJ.) held that one who was driving a car bearing general trade plates and "L" plates under the appellant's instruction (the latter acting under his employers' orders, and the lessons being paid for at an agreed amount) was "a passenger" and accordingly dismissed the appeal of the instructor who had been convicted of unlawfully using a motor car for the conveyance of passengers for profit or reward contrary to Reg. 29, Art. D (2) of the Road Vehicles (Registration and Licensing) Regulations, 1924.

In *Hibernian Bank Ltd.* v. *Gysin and Hanson* (*The Times*, 3rd May) LEWIS, J., negatived the plaintiffs' claim for the amount of a bill of exchange containing the words "not negotiable" and "pay to the order of the Irish Casing Company, Limited, only." The learned judge distinguished *National Bank* v. *Silke* [1891] 1 Q.B. 435, and declined to accept the plaintiffs' contention that a bill which was drawn payable to order could not ever be made not negotiable.

In *Secretary of State for India in Council* v. *Bank of India, Ltd.* (p. 372 of this issue), the Judicial Committee of the Privy Council reversed a judgment of the High Court at Bombay in its appellate jurisdiction affirming a judgment of the same court in its original jurisdiction, and held that the appellant was entitled to be indemnified by the respondents against loss incurred by him in renewing at their request a Government promissory note of which they were the last endorsees and of which one of the prior endorsements subsequently turned out to be a forgery. When the new note was issued a security under s. 21 of the Indian Securities Act, 1920, was not exacted, but the Board held that the section did not exclude the implication of an indemnity at common law. See *Sheffield Corporation* v. *Barclay* [1905] A.C. 392; *Attorney-General* v. *Odell* [1906] 2 Ch. 47.

In *The Arraiz* (*The Times*, 3rd May), BUCKNILL, J., ordered that the writ and arrest of the "Arraiz" of the Port of Bilbao by the Nationalist Government of Spain be set aside on the ground that at the time of the issue of the writ the vessel was in possession of the Spanish Republican Government, and that the action impleaded a foreign sovereign state. *The Cristina*, 82 SOL. J. 253, held applicable.

In *Ratcliffe, I. V.* v. *Ratcliffe, W. A.* (*The Times*, 3rd May), an undefended suit, the petitioner was granted a decree *nisi* of divorce on the ground of her husband's desertion without cause for three years immediately preceding the presentation of the petition. The parties separated under a separation deed, the payments under which the husband discharged for one month only. LANGTON, J., held that there had been desertion on the facts of the case, and observed that he wished it to be understood that he did not accept the proposition that the mere fact that a husband had not kept up his payments under a deed was sufficient to enable the court to say that the deed was therefore repudiated.

In *Shepherd* v. *J. Hunter & Co.* (p. 375 of this issue), where an administrator had been awarded £90 damages in respect of the loss of expectation of life of his son aged three, who had lived some ten minutes after being knocked down by a motor lorry, the Court of Appeal (GREER, SLESSER and MACKINNON, L.JJ.) ordered a new trial on the question of damages on the ground that the amount awarded was inadequate. See *Phillips* v. *London and South Western Railway*, 5 C.P.D. 280.

Criminal Law and Practice.

LARCENY OF ONE'S OWN PROPERTY.

One of the most peculiar types of larceny is that in which a person may be convicted of stealing his own property. In the rare cases where this occurs the goods stolen are usually in the possession of a bailee, who has some special kind of property in them, or a right to possession as against the accused, whose crime is that he deprives the bailee of his possession of the goods. Another example of this type of larceny is noted in 1 Hale P.C., p. 513, where it is stated: "Yet if A bails goods to B, and afterwards *animo furandi* steals the goods from B with design probably to charge him for them in an action of detinue, this is felony."

The more usual case of depriving a person of a special property in goods is well illustrated in *R.* v. *Wilkinson and Marsden* (1821), Russ. and Ry. 470. The prisoners were tried for stealing thirty bales of nux vomica of the value of £30. The persons from whom the goods were stolen were lightermen and they had possession in order to enable them to pass the goods through the customs for export. No duty was paid for export, but there was a heavy duty for home consumption, and the intention of the defendants was to cheat the Crown of the customs duty. Eleven judges met to consider the case, and the question for them was "whether this (larceny) can be done by an owner against a special bailee, who has made himself responsible that a given thing shall be done with the goods, and which the owner, without the knowledge or consent of such bailee, had by a previous act entirely prevented."

Four of the judges doubted whether it was larceny but seven held it a larceny, because the prosecutors "had a right to the possession until the goods reached the ship; they had also an interest in that possession, and the intent to deprive them of their possession wrongfully and against their will was a felonious intent as against them, because it exposed them to a suit upon the bond." Some of the seven judges said it would have been larceny "although there had been no felonious intent against Marsh & Co. (the prosecutors) but only an intention to defraud the Crown." (See also *R.* v. *Bramley* (1822), Russ. & Ry. 478.)

In *R.* v. *Wadsworth* (1867), 10 Cox C.C., p. 556, the prisoner had left his horse with the prosecutor as security for a bill accepted by him. The prisoner subsequently took the horse out of the prosecutor's possession and was charged with larceny. On an objection being taken on his behalf that he had never parted with the property in his horse the court was referred to the above authorities and refused to stop the case on the objection, but later stopped the case on account of the bill not being produced.

The point recently arose at the London Sessions in *R.* v. *Hamilton* (25th February, 1938). The facts shortly were that the prisoner took his car to a garage for repairs and when he later called to take it away he gave a cheque for the sum demanded in respect of the repairs. The cheque was returned marked "R.D.," but the defendant said that he had stopped the cheque because he complained of some of the repairs. The chairman asked counsel for the prosecution for authority for the proposition that a man might steal his own car, whereupon the above authorities were cited. The chairman, however, found that there was not sufficient evidence against the accused and directed the jury accordingly.

The decision in *R.* v. *Wilkinson and Marsden* (*supra*) is recognised as sound authority to-day by the text books (see "Russell on Crime," 9th ed., p. 873; "Archbold on Criminal Pleadings and Practice," 29th ed., p. 545), and should similar circumstances arise again nowadays this decision would undoubtedly be followed.

OFFICIAL SECRETS AND POLICE DOCUMENTS.

It is a misdemeanour under s. 2 (1) of the Official Secrets Act, 1911, to communicate certain documents or information to an unauthorised person or to another person than one to whom it is in the interests of the State the duty of the accused to communicate it. The sub-section applies only to a person having in his possession or control any secret official document or information entrusted in confidence to him by any person holding office under His Majesty, or which he has obtained, or to which he has had access owing to his position as a person who holds, or who has held, office under His Majesty.

Under s. 6 of the Official Secrets Act, 1920, it is the duty of every person to give on demand to a chief officer of police, or to a superintendent or other officer of police not below the rank of inspector appointed by a chief officer for the purpose . . . any information in his power relating to an offence or suspected offence under the Act of 1911, and failure to give such information is a misdemeanour.

Recently, in *Lewis* v. *Cattle* (*The Times*, 7th April), the Divisional Court dealt with a case of failure to give information in accordance with s. 6 of the 1920 Act. The justices had convicted the appellant and fined him £5. It appeared that the appellant was a journalist and had procured certain information contained in a police report, setting out a description of a man wanted for fraudulent conversion, which had been circulated privately among police forces in the district in which the wanted man was known to operate. No instructions were given that the document would be circulated to the Press. A superintendent of police had required the defendant to provide the name of the person from whom he had received the information which was published in the newspaper, but the defendant refused to give the name.

The question on the appeal was whether a police officer was "a person holding office under His Majesty" within the meaning of the Official Secrets Act, 1911, s. 2 (1) (*a*). The Lord Chief Justice said that in his opinion every police officer in England and Wales, whether he were a member of the Metropolitan Police Force, or a member of the police of a county, city or borough, held the office of constable, and within his constablewick had all the duties and rights conferred by the common law and by statute on the holders of his office. As he was required to take an oath of office and to preserve the King's peace he was a person holding office under His Majesty within the meaning of the Act, and the appeal was accordingly dismissed.

To those who associate the administration of these Acts with the prevention of military espionage and similar matters, it may come as a surprise that they apply to such documents as those divulged in *Cattle* v. *Lewis*. The legislators, however, have spread their nets wide, for, as Avory, J., said with reference to this legislation in *R.* v. *Crisp and Homewood*, 83 J.P. 121: "It is a well-known proposition in the construction of a statute that the enacting words of it are not to be cut down or limited by the title of the Act . . . the words cannot be altered or limited merely by the title 'Official Secrets.'" This point was not, and indeed could not have been, raised in *Cattle* v. *Lewis*.

The origin of the offices of the high constable and the petty constable, as described in Hawk. P.C., c. 10, s. 33, was at common law, and the main duty of keeping the King's peace has now passed over to the borough and county police. These are, of course, directly under the authority of the borough council and the county council, through the watch committees and standing joint committees respectively, and although the provincial police at any rate cannot be said to be in the service of His Majesty, as the Lord Chief Justice rightly pointed out, they hold office under His Majesty, and therefore come within the purview of s. 2 (1) of the Official Secrets Act, 1911.

Sir John Roger Burrow Gregory, J.P., solicitor, of Bedford Row and of Shoreham, near Sevenoaks, left estate of the gross value of £142,354, with net personalty £119,277. He left £100 to the Benevolent Fund of the Foundling Hospital and £100 to the Solicitors' Benevolent Society.

The Land Registry Annual Report.

THE annual report of the work of H.M. Land Registry for the financial year 1937–38 which has just been published (H.M. Stationery Office, price 6d.) is of special and immediate interest, as it covers the first year's working of compulsory registration in the County of Middlesex, the first really large area to become subject to compulsion since 1897, when compulsory registration came into force (in London).

The total number of first registrations (compulsory and non-compulsory) in 1937 amounted to the remarkable figure of 28,636, or nearly three times the total for the previous year (1936), which amounted to 10,830. No less than 20,027, or more than two-thirds of the 1937 cases came from the new compulsory area (Middlesex). Of these 20,027 cases, some 99 per cent. were registered with absolute or good leasehold title in an average time of 7.6 days. It had commonly been supposed that the influx of cases from Middlesex would involve the Registry in financial loss, but so far from this being the case, there has been an estimated surplus of £16,000, arising out of a total estimated income from Middlesex registrations of £107,000.

The fact that there was a substantial surplus on the working of the new area is of importance in considering future extensions of area. In the case of Middlesex the additional work was carried out in the present Land Registry building in Lincoln's Inn Fields—rent free (the building had been purchased by the department out of savings effected in the Registry in past years). The building is, however, now occupied to its full capacity, and in any further extension of area the serious item of rent for new accommodation will have to be added to the other costs.

As a natural consequence of Middlesex becoming a compulsory area, the number of voluntary first registrations declined from 4,915 in 1936 (including Middlesex), to 3,212 in 1937 (*excluding* Middlesex). When Middlesex was a voluntary area, twice as many first registrations came from Middlesex as from any other county, and as Middlesex has become a compulsory area, the largest source of voluntary applications has been cut off.

In view of the importance of the extension of compulsion to Middlesex, the Chief Land Registrar is justified in drawing attention to the evidence given forty odd years ago before the Royal Commission on the Land Transfer Acts that if any attempt were made by the Registry to grant absolute titles in London (in the way now being carried out) the result would be "most disastrous"; that it would involve the examination by the Registry of "no less than thirty titles a day"; that it was easy to foresee "the helpless state of chaos and ruinous delay that must result"; and that if compulsory registration were extended beyond London "it is simply appalling to think of the arrears which will necessarily arise." The Chief Land Registrar is able to refute every one of these criticisms. During 1937 the Registry handled over 100 first registrations per day, sometimes, indeed, over 100 Middlesex cases alone! There are no arrears of work; there is no chaos in the Registry; there has been no delay and the business has produced a substantial margin of income over expenditure.

One remarkable feature emerges from the Middlesex extension. The taking in of the new area was preceded by (and postponed to) a complete revision of the Ordnance Map based on a special re-survey of the whole county to assist in the ready identification of land on registration. A year's practical experience has proved that the re-survey has not been of sufficient assistance to justify the expenditure incurred. It is property actually in course of development (and which development is not shown on the specially revised plans) which is commonly bought and sold and is the subject of registrations. Special surveys had therefore to be made in connection with individual applications for registration, in spite of the general revision of the Middlesex maps, the only object of which was to avoid the need for such special surveys and their additional cost. On future extensions of the compulsory areas, the cost of a preparatory re-survey and revision of the Ordnance Maps will therefore be unnecessary.

As the year advanced it became evident that the average time taken to complete Middlesex first registrations was three days more than in London cases. The slower working was not attributable to any cause within the control of the registry, but to differences in cases coming from Middlesex and those coming from London. The first difference was that the proportion of freehold to leasehold registrations in Middlesex exceeded that in London by about 50 per cent. (and freehold titles are normally more complicated than leasehold titles). Again, the proportion of new leases (where there is no title to be examined by the registry) in London was more than three times the proportion in Middlesex. And again, the proportion of Middlesex cases involving the entry of restrictive covenants on the register (often long and complicated, and sometimes in several sets) was nearly double the proportion of those in London. The chief cause of slower registration in Middlesex is, however, the extra work involved in ascertaining whether the property being registered is comprised in the earlier title deeds. The remarkable development of Middlesex within the last twenty years has changed open fields into established residential estates from which practically all signs of the original boundary hedges and fences have disappeared. To identify a specific property as part of a particular field or enclosure conveyed by one of the earlier deeds is often an elusive task. To add to this prolific source of delay large numbers of cases, owing to so much of Middlesex being under development, have to be sent to the field for special survey.

With regard to the general service of the registry, the efficiency of the work was fully maintained during a year of special test. All applications for first registration were examined for absolute or good leasehold title, and were so registered in 100 per cent. of the Eastbourne cases, in over 99 per cent. of the London, Hastings and Middlesex cases, and in over 97 per cent. of the cases from non-compulsory areas. Conversion from possessory to absolute or good leasehold title has been made without fee on the initiative of the registry in 2,431 cases. Existing registers have on the motion of the registry, and without fee been cleared of all exhausted entries in 24,213 instances, and the registry dealt with no less than 45,099 official searches.

The number of dealings with registered land was: London 91,188, Middlesex 72,351 and non-compulsory areas 88,664. The total number of transactions effected in 1937 including official searches was 286,309, of which London provided 95,799, Middlesex 92,378 and the non-compulsory areas 91,876. It should be realized that 28 per cent. of these transactions (such as discharges of charges, withdrawals of notice of deposit and official searches) are carried out without fee. Out of the 286,309 transactions dealt with in 1937 only 2,419 clerical errors came to light—a margin of error of 0.85 per cent. in the total transactions handled.

The Land Charges Department handled in 1937 148,194 registrations and 914,699 official searches. The certificates of search were in all cases throughout the year issued within seven hours of the receipt of the application therefor, except in the case of applications received on Saturday mornings, which are despatched on the following Monday. Out of the 914,699 certificates of official search, substantive errors in only eighteen instances came to light, a simply remarkable degree of accuracy having been maintained.

The Middlesex Deeds Registry was closed after the 1st January, 1937, for registrations other than those of deeds prior to that date. Subsequent to the 1st January, 1937, no searches could be made other than by officials of the registry. There were 4,229 memorials registered, 7,389 discharges and 26,049 official searches.

In the Agricultural Credits Department, 405 memoranda were registered during 1937, and 404 cancellations and rectifications made; while the official searches numbered 16,681.

The income of the Land Registry for the year 1937–38 has been estimated at £388,000 and the expenditure at £322,000, leaving a surplus of £66,000, which surplus is surrendered to the national Exchequer.

It will be realized that owing to the extension of compulsory registration a considerable proportion of the staff employed during 1937 was new. A considerable strain was therefore imposed on the old staff in training and absorbing the new staff, in addition to dealing with a volume of work nearly three times as much as was dealt with in the previous year. It speaks volumes of the pride and enthusiasm which Sir John Stewart-Wallace has inspired in his officers that so large an increase in the activities of H.M. Land Registry has been carried out so smoothly and expeditiously, and it reflects afresh the keen administrative ability of the Chief Land Registrar himself that such an immense increase of work could be undertaken so successfully. The Report is alike a testimony to the brilliant public service of Sir John Stewart-Wallace and an answer to the critics of land registration.

Costs.

PARTY AND PARTY COSTS.

WHERE costs are awarded on a party and party basis, the successful party is by no means in the position of having a complete indemnity in respect of the expense to which he has been put. We have heard it stated more than once that a fair proportion of a solicitor and client bill recoverable on a party and party basis is two-thirds, and this is a reasonable apportionment in normal cases.

Great care must be exercised in relying on this basis of apportionment, however, for one so often finds that the case with which one is dealing is not a normal case, and that some item of expense has been incurred, either in the way of heavy expenses for expert witnesses, or for counsel, which will completely upset any division of costs as between party and party and solicitor and client by rule of thumb methods.

In a case which came to our notice recently, the successful party had, on counsel's advice, employed an expert witness who declined any fee less than two hundred and fifty guineas for his services, and the party had, perforce, to pay this amount. On the taxation of the party and party costs, however, the taxing master, in the exercise of his discretion, decided that the value of the witnesses' services, as between the parties, was one hundred guineas, and that was all that was allowed.

Again, it is no uncommon thing for ship's valuers to be employed in Admiralty matters, and their fees, on account of the special knowledge required, are necessarily high. No more than five guineas, however, will be allowed by the taxing master to the successful party in respect of the valuer's services, and the balance has to be borne by the successful client.

These points are mentioned in order to show how careful one has to be in attempting to forecast what sum the clients will be called upon to pay in the event of the litigation being successful. It not infrequently happens, where a settlement of an action is impending, that one is required to estimate, with close accuracy, the amount likely to be recovered from the opposite party, and it may be useful if we pause for a moment to consider the principles involved, for it is apparent that in some quarters these principles are by no means clearly understood.

The first principle to be observed is that to which we have referred before in these articles, and which is contained in r. 27 (29) of Ord. 65 of the Supreme Court Rules. This rule, briefly, gives the taxing master discretion to allow all costs, charges and expenses necessarily and properly incurred for the attainment of justice or for defending the rights of any party, but any costs which have been incurred or increased through over-caution, negligence or mistake are to be disallowed. That indicates the broad principles upon which costs, as between party and party, are to be taxed, and in applying the principles the whole of the facts must be carefully reviewed.

When it is necessary to estimate the amount likely to be recovered for the purpose of a settlement, the action will not, of course, have run its course, and it then becomes necessary to see how far the expenses incurred were necessary at that stage. An important decision to keep in mind in this respect is that of *S/A. Pêcheries Ostendaises* v. *Merchants Marine* [1928] 1 K.B. 750. Here the taxing master's decision to allow the costs of obtaining evidence *before* the action commenced was upheld.

This is a very useful decision, because it is often necessary for the solicitor to see the witnesses and to take their proofs before actually commencing the action, in order to see whether his clients have any case at all, and the evidence so obtained may be used in the subsequent action.

The principle laid down must not be abused, however, and it may be as well if we review the essential facts of the case. Briefly, the case related to a claim by the owners of a vessel that was lost against their underwriters, and it was reasonable to infer from the fact that the latter had denied that the vessel was lost as a result of a peril insured against that there was likely to be a suggestion that the vessel had been cast away.

Before the writ was issued the plaintiffs' solicitors had journeyed to the Continent for the purpose of taking statements from the witnesses, and it came out in the course of the argument (and this is a point that should be emphasised) that the witnesses, who were seamen, were necessarily interviewed at this stage because there was a grave risk of their being dispersed. The Court of Appeal found that the costs of collecting this evidence, which undoubtedly would have been used if the action had not been settled, were expenses properly incurred in the action; but it is not clear whether, if there had not been the urgency which undoubtedly was present in that case, the costs would have been allowed against the unsuccessful party. In short, it is questionable whether this case can be used in support of the argument that *any* costs incurred in collecting evidence before an action is brought will be allowed, although if the evidence from which the costs arose is used in the action, there would seem to be no reason why they should not be allowed.

Soon after the writ in the *Pêcheries Case* was issued, an order was made staying the proceedings until after the affidavit of ship's papers had been filed, and the argument of the unsuccessful party was—and it was an argument that found favour with the learned judge in the court below—that this order virtually paralysed the plaintiffs and prevented them from taking *any* step in the proceedings. The Court of Appeal, however, did not agree with this, and Lord Hanworth, M.R., observed, in referring to the order to stay, that "it was not intended to prevent such activity as would contribute to the success of the party ultimately, and if a step, such as the collection of evidence, was necessary because the witnesses might be dispersed, it cannot be said that it was a matter falling within the purview of the order staying proceedings, and that no such expense should be incurred and no such activity engaged in."

We must leave the matter here, but will revert to it in our next article.

Mr. Arthur Thomas Perkins, solicitor, of Leeds, left £50,651, with net personalty £41,417.

Company Law and Practice.

Staying a Winding up.

SECTION 202 (1) of the Companies Act, 1929, provides as follows :—

" The court may at any time after an order for winding up, on the application either of the liquidator or the official receiver or any creditor or contributory, and on proof to the satisfaction of the court that all proceedings in relation to the winding up ought to be stayed, make an order staying the proceedings, either altogether or for a limited time, on such terms and conditions as the court thinks fit."

Sub-section (2) of the same section provides that the court may, before making an order, require the official receiver to furnish a report with respect to any facts or matters which are in his opinion relevant to the application. This sub-section was first enacted by the Act of 1929, but as we shall see, it has not greatly altered the practice of the court. The section applies to cases where there has been an order for winding up, but the court can equally stay a voluntary winding up upon an application by the liquidator or any contributory or creditor: see s. 252 of the Act and *In re Stephen Walton and Sons, Ltd.* [1926] W.N. 236.

The court will always inquire into the circumstances of the case before making an order under s. 202. The jurisdiction is a discretionary one and is exercised along the same lines as the analogous power to rescind a receiving order. The principles on which the court will act have been discussed by the Court of Appeal in more than one case, and I propose first to notice one or two cases under the Bankruptcy Acts which are also authority for deciding any similar points which may arise under the Companies Act. The first of these is *In re Hester*, 22 Q.B.D. 632. A receiving order was there made against H. H. did not appeal against it, but he afterwards applied to rescind it on the ground that all of his creditors assented to such rescission. No meeting of creditors was held but each one had individually given his consent to the proposal and some had even given full receipts for debts which had in fact only been partly satisfied. There was no doubt, therefore, that all concerned agreed to the proposed rescission of the order and none would be in a position thereafter to complain. What remained for the court to inquire into? The answer to this question is that the court wants to know something about the behaviour of the debtor—or, in cases under the Companies Act, of the company in liquidation—and in the interests of the public as a whole and of commercial morality it will scrutinise the past history of the case. It is, therefore, not enough for the debtor or company to go to the court and prove that its present creditors have all agreed to relinquish or settle their claims. That consent is no doubt an important consideration and its absence would in most cases be fatal for the success of the application, but it is of no assistance to future creditors who may be expected to come into existence very shortly and to find themselves at once in the position of having considerable difficulty in getting their debts paid. The Bankruptcy Acts and the provisions of the various Companies Acts with regard to winding up have always imposed on the court the wide obligation of seeing that no course which requires its sanction will get that sanction unless and until it is clearly shown that it is not detrimental to the interests of the public at large. The judgments of Lord Esher, M.R., and of Bowen, L.J., in the Court of Appeal in *In re Hester, supra*, place great emphasis on this. I quote a passage to the same effect from the judgment of Fry, L.J., which seems to put the matter in a nutshell : " It is an idle notion that the court is bound by the consents of the creditors. The court has far larger and more important duties to perform than merely to consider whether the creditors have consented to the rescinding of the order. We are bound in the exercise of our discretion in such a matter, and I think I might almost say in all matters under this Act (the Bankruptcy Act, 1883), to take a wider view. We are not only bound to regard the interests of the creditors themselves, who are sometimes careless of their best interests, but we have a duty with regard to the commercial morality of the country."

In re Hester, supra, was followed in *In re Flatau* [1893] 2 Q.B. 219. This latter was a much stronger case against rescission of the receiving order, since the only evidence that was produced by the debtor to the registrar was the consent of the petitioning creditor. It did not appear that any other creditors were approached, and it follows *a fortiori* from the earlier decision that the court will not in those circumstances and on that evidence alone rescind a receiving order. There might be other creditors who were not before the court, and in any case the true position was not capable of being discovered from the evidence. Lord Esher, M.R., referred to *In re Hester, supra*, and to the necessity for an investigation of the conduct of the debtor both before and after he incurred the debts. The learned Master of the Rolls added these words : " . . . if the debtor has behaved in an unbusinesslike way, or worse, even although his present creditors may be quite satisfied and no harm can come to them, yet, if he has so acted in business that it is likely he will do again to other creditors what he has done to his present creditors, the court will not allow the receiving order to be recinded. All this has to be considered, even although all the present creditors are fully satisfied and are fully indemnified." *In re Izod* [1898] 1 Q.B. 241 is another case which illustrates the different matters which require to be considered in making an application to rescind a receiving order or to stay a winding up. The Court of Appeal in that case, by a majority, dismissed an appeal from an order of the registrar rescinding a receiving order. All the circumstances had been made known to the registrar and the court refused in such a case to interfere with his decision.

The cases above cited have all been cases under the Bankruptcy Acts. *In re Telescriptor Syndicate Limited* [1903] 2 Ch. 174 shows that the same principles are applicable to similar proceedings under the Companies Act. Buckley, J., there referred to the bankruptcy cases and expressed the opinion that it is desirable, so far as possible, that the court should not assume a different attitude or act upon a different principle in the winding up of a company and in the bankruptcy of an individual. Some of the facts which the court considered in that case serve to indicate the general nature of the inquiries which the court is concerned to make :—

(*a*) The directors of the company had not complied with their statutory duty as to giving information to the Official Receiver or furnishing a statement as to the affairs of the company.

(*b*) There had been an undisclosed agreement between the promoter and the vendor to the company as to the participation by the former in fully paid shares forming the consideration for the purchase of property by the company on its formation.

(*c*) The promoter had made gifts of fully paid shares to the directors.

The court will also require to know of any other matters connected with the promotion, formation or failure of the company or the conduct of its business, which appear to call for explanation. It appears further from this case that the same principles apply whether or not the company has invited the public to subscribe for its shares—at any rate, if any shares held by those originally connected with a company which has not issued an invitation to the public have been transferred to persons who have not full knowledge of what has been done. It is, of course, clear that from the point of view of the public at large a private company is in the same position as a public company so far as the incurring of debts is concerned, and one might not unfairly say that in this

respect the public requires as much, if not more, protection from a private company than from a public one.

One of the most usual cases in which the jurisdiction of the court under s. 202 is invoked is where a company in liquidation wants to resume business. It sometimes happens that the business of a company which has fallen on evil days is carried on by the liquidator after a winding-up order or resolution has been made or passed, and, thanks to the ability of the liquidator or to an improvement in trading conditions, or to both, the company begins to prosper once more. Then, when all debts have been cleared off, it is desirable that the company should be brought back to life and should function in a normal way. This result can be achieved by applying to the court to stay the winding up after a resolution has been passed by the company in general meeting authorising and directing the liquidator to take the necessary steps. In *In re South Barrule Slate Quarry Company*, 8 Eq. 688, the petition to the court, which was presented by the chairman of directors, was resisted by one shareholder. This opposition was not allowed to stand in the way of the wishes of the other shareholders, but the opposing shareholder was given the opportunity of retiring from the company. An order was therefore made in the terms of the prayer in the petition and the dissentient was given fourteen days within which to elect whether he would remain a member of the company or would retire and give up his shares. If he elected to retire, there was to be a reference to Chambers to inquire the value of his interest in the assets of the company, such value to be paid out to him by the petitioner.

A Conveyancer's Diary.

Donatio mortis causa. War Savings Certificates and National Savings Certificates.

In the recent case of *Darlow* v. *Sparks* [1938] W.N. 146, 82 Sol. J. 256, the question for determination was whether War Savings Certificates and National Savings Certificates were capable of forming the subject of a *donatio mortis causa*.

There have been many cases on this subject, some turning upon whether or not there had been a valid delivery of the subject of the gift with intent to part with dominion over it. *In Re Craven* [1937] 1 Ch. 423, was such a case, and there Farwell, J., laid down the law as follows: "The conditions which are essential to a *donatio mortis causa* are, firstly, a clear intention to give, but to give only if the donor dies, but if the donor does not die, then the gift is not to take effect and the donor is to have back the subject matter of the gift; secondly, the gift must be made in contemplation of death, by which is meant not the possibility of death at some time or other but death within the near future, what may be called death for some reason deemed to be impending; thirdly, the donor must part with the dominion over the subject matter of the gift." The point for decision in that case was whether there had been a sufficient parting with the dominion.

In *Darlow* v. *Sparks*, however, the question was whether the subject matter was such as to be capable of forming a *donatio*. Farwell, J., did not include in the conditions any reference to the nature of the gift so that his statement is not comprehensive. The facts in *Darlow* v. *Sparks* appear to have been simple and no question was raised regarding the sufficiency of the delivery or the intention to give. The only point was whether the certificates were of a nature which could be made the subject of such a gift.

It was held by the House of Lords as long ago as 1827, in *Duffield* v. *Elwes* (1827), 1 Bligh (N.S.) 497, that the subject matter need not be such that the legal right thereto will pass by delivery. In that case a donor had handed to the donee (1) a mortgage of freehold land and a collateral bond to secure payment of the mortgage money, and (2) an assignment of a mortgage debt and of a judgment recovered upon a bond with a conveyance of the land. It was held that there was a good *donatio mortis causa* (the other necessary conditions being complied with) and that the real and personal representatives of the donor were trustees for the donee to make the gift effectual.

A later case is *Re Dillon* (1890), 44 Ch. D. 76. There a testator, who held a bankers' deposit note for £580, in his last illness and very shortly before his death, took out the note, filled in and signed upon a stamp a form of cheque indorsed on the note "pay self or bearer £580 and interest" and handed the document to a relation, telling her that she was to give it back to him if he recovered and if not she would be all right. It was held by the Court of Appeal that there was a valid *donatio mortis causa*, for that, assuming that a *donatio mortis causa* of a cheque not presented in the donor's lifetime was invalid, the intention was not merely to give the cheque but the deposit note, and that a deposit note was a good subject of a *donatio mortis causa* and that the gift was not defeated by the giving of the cheque along with the note.

In Re Weston [1902] 1 Ch. 680, the facts were that W was possessed of eight investment shares in a building society and a sum on deposit in the Post Office Savings Bank. Some two months before his death and while ill in hospital W asked M to get the certificates for his building society shares and Savings Bank book, gave her the key of the drawer in which they were placed and told her to keep them; M went and obtained the certificates and Savings Bank book, took them and the key to the hospital and offered them back to W, but he again told her to keep them. On several subsequent occasions W repeated his wish that all his property should belong to M in case of his death. W having died, M claimed the building society shares and the money standing to the credit of W at the Savings Bank. It was held by Bryne, J., that the gift of the building society shares failed as being incomplete, but that the Post Office Savings Bank book was capable of being well given so as to create a *donatio mortis causa*.

In Re Andrews [1902] 2 Ch. 394, a donor, having a deposit at the Post Office Savings Bank, had it invested for him by the bank in Government stock under the regulations contained in the deposit book, by having the stock placed in the Savings Bank investment account of the National Debt Commissioners, and credited to the depositor. It was held that the delivery of the investment certificate and the deposit book did not constitute a good *donatio mortis causa*.

A later case which it is not easy to reconcile with *Re Andrews* is *Re Lee; Treasury Solicitor* v. *Parrott* [1918] 2 Ch. 320. L was entitled (*inter alia*) to a registered 5 per cent. Exchequer bond for £100, which he had acquired through the Post Office, and in respect of which he held an "Exchequer Bond Deposit Book," containing a note headed "Exchequer Bond Account, No. 16,165," and certifying that he had been "registered as the holder of bonds deposited with the Post Office to the value of £100." This book and certificate, though not so stating, in fact entitled the registered holder to delivery of a bond on demand and on surrender of the book, but until that demand and surrender the bond did not actually come into physical existence, though the interest was regularly paid.

Astbury, J., held that the delivery of the "Exchequer Bond Deposit Book" constituted a good *donatio mortis causa*. His lordship having referred to the facts in *Re Andrews*, said: "In the present case the owner of the right to this Exchequer bond deposited by way of gift was the only document of title that existed with regard to the bond and there was no bond either handed over to the Post Office or otherwise segregated in connection with this transaction at all. That is quite sufficient to differentiate the case from *Re Andrews*, which is difficult to reconcile with the judgment in the Court of Appeal in *Re Dillon*."

To return to *Darlow* v. *Sparks*. Bennett, J., in his judgment, remarked that it seemed difficult to ascertain whether there was any clear principle on which the courts had acted in deciding whether a document was or was not the subject of a *donatio mortis causa*. His lordship said that he regarded the certificates handed over in that case as substantially indistinguishable from deposits in the Post Office Savings Bank, and following the decision in *Re Weston*, the learned judge decided that the certificates in question were the subject of a good *donatio mortis causa*.

It would seem as though the decision in *Re Andrews* can hardly be relied upon now and that the tendency of the courts in these days is rather to extend the class of documents which can be the subject of a valid *donatio mortis causa*.

Landlord and Tenant Notebook.

Offer to Withdraw Notice to Quit Agricultural Holding.

The twelfth section of the Agricultural Holdings Act, 1923, which provides for compensation for disturbance and thus represents the Legislature's effort to confer on farm tenants a measure of security of tenure, occupies nearly six pages of the volume for that year (Vol. LXI), published by the Council of Law Reporting. The first sub-section, which enacts that such compensation shall be payable, qualifies the right by a long series of conditions: "unless the tenant," etc., and concludes with three provisoes. The first of these is that "compensation shall not be payable under this section in any case where the landlord has made to the tenant an offer in writing to withdraw the notice to quit and the tenant has unreasonably refused or failed to accept the offer."

It is not surprising that very little about this proviso is to be found in the law reports; to attack an arbitrator's findings on a question of reasonableness requires much courage or optimism. But the "County Court Letter" in our issue of the 26th March last records a case, *Hancock* v. *Tanner*, which had got as far as Exeter County Court. The facts were indeed a little out of the ordinary; the tenant, holding two farms of the same landlord, had received notice to quit one of them. This was the larger of the two, and the other was useless without it. When the tenant answered this move by giving up the smaller holding, the landlord either offered to withdraw, or purported to withdraw, or conditionally offered to withdraw, his notice. In this way the matter came before the county court—s. 16 and Sched. II (10) provide for cases to be stated—where it was held that the landlord was not entitled to withdraw the notice to quit.

On the facts, it seems hardly likely that when giving the notice to quit the landlord had in mind s. 12 (8), by virtue of which compensation may sometimes be reduced in the case of a notice to quit one of several holdings. The reduction provided for is the amount representing the reduction of loss by reason of continuance in possession of the other holding, which would in this case be a minus quantity.

One can, of course, imagine quite a number of factors which may be relevant to the question whether a tenant has been reasonable in not accepting an offer to withdraw a notice to quit. The time at which the offer is made would obviously be of importance. It can in theory be made at any time during the currency of the notice; but as the tenant has to give at least a month's notice of intention to make a claim for compensation (s. 12 (7) (*b*)), it is hardly likely that refusal of an offer to withdraw made in the twelfth month would be considered unreasonable. The stage reached by the tenant's plans for removal would be an important factor in any case.

In *Hancock* v. *Tanner*, the landlord alleged, *inter alia*, that the tenant's reaction was conditioned by a desire to obtain better terms. This calls to mind the decision in *Re Perrett and Bennett-Stanford's Arbitration* [1922] 2 K.B. 592, C.A., the facts of which were that a landlord of a farm held at £506 2s. a year gave the tenant notice to quit in September, and wrote to him in December, saying: "I have received an offer of £670 per annum for your holding. If you choose to give me the same, you are most welcome to continue the tenancy." The question whether this was an effective offer to withdraw the notice to quit was submitted to the county court, where the judge held that it was. The Court of Appeal thought otherwise, and to make the point clear it is necessary only to cite the concluding words of Scrutton, L.J.'s judgment: "... you do not offer to withdraw a notice if you, as landlord, propose a tenancy at quite a different rent."

A Claim under the Workmen's Compensation Act, 1925, s. 30.

It is a little surprising to find an action between landlord and tenant based partly upon the Workmen's Compensation Act, 1925, but s. 30 (2) of that enactment confers a right of indemnity on an employer who has paid compensation when the injury was caused under circumstances creating a liability in some person other than himself. And this liability may, of course, be imposed by the law of landlord and tenant. (After all, even the Admiralty Division has had to adjudicate between landlord and tenant as such: see *The Kate* [1935] P. 100, discussed in the "Notebook," in Vol. 79, p. 556.)

In the recent case of *Shirvell* v. *Hackwood Estates Co. Ltd.*, 82 Sol. J. 271, the plaintiff was tenant of a farm belonging to the defendants, who owned and occupied other land contiguous to the demised premises. Part of a beech tree on that land overhung the boundary. One of the overhanging branches fell off and struck an employee of the tenant, inflicting fatal injuries. The tenant paid the man's widow statutory compensation and sued the landlords for the amount so paid.

It appeared that the tree, or at all events the upper part of it, had been dead for some time, and that about a month before the accident the defendants had employed an expert to examine and advise on the trees on their land. But in so far as the claim was based on negligence, it was held that the death of the farm labourer could not be attributed to such a cause.

In considering the position as affected by the law of landlord and tenant, the following facts were relevant: the plaintiff took the farm in January, 1936, the tree was then in a dying condition and the defendants acquired the reversion in February. The accident occurred next month.

Now s. 30 of the Workmen's Compensation Act, 1925, gives no right of indemnity to the employer unless the workman (or his dependents) could have successfully sued the indemnifying party, so this action could not succeed unless the circumstances were such that a tenant's licensee would have a sound claim against the landlord. If the tenant himself could have no such claim, *a fortiori* his employee would have none, so the position of a tenant suffering damage from an overhanging tree might usefully be first considered.

A few weeks ago (Vol. 82, p. 168) the "Notebook" discussed the authorities dealing with damage done by poisonous trees growing in land belonging to a lessor and overhanging that demised. It was submitted that of four possible situations, one only was covered by authority, while another was the subject of *obiter dicta*. If the trees overhung the boundary, but were out of reach of cattle when the tenancy commenced, both *Erskine* v. *Adeane* (1873), L.R. 8 Ch. App. 756, and *Cheater* v. *Cater* [1918] 1 K.B. 247, C.A., laid it down that the tenant had no valid claim. If they overhung the boundary out of reach of cattle when the demise commenced and grew during the term so as to be within the animals' reach, that, according to dicta in the second mentioned case, made no difference. These two decisions favoured the defendant landlords.

Cavalier v. *Pope* [1906] A.C. 428 was cited by the defendants as showing that even if under a duty to the tenant they would not be liable to his invitees; and the plaintiff attempted to answer this by invoking *Cunard* v. *Antifyre Ltd.* [1933] 1 K.B. 551. In the one, the wife of a tenant whose landlord had broken an agreement to repair premises in a dangerous state when the tenancy began, and who had been injured in consequence of the disrepair, was held to have no cause of action against the landlord, as she was a stranger to the contract; in the other a sub-tenant's wife recovered damages for injuries caused by guttering falling from the roof through the glass roof of her kitchen, which projected from the main wall some two floors below. In *Shirvell* v. *Hackwood Estates Co. Ltd.* these two decisions were reconciled in this way: in the one the landlord parted with possession of premises then in a dangerous state, in the other he retained control of part of premises and allowed that part to become dangerous. The apparent conflict between the two cases was discussed in the "Notebook" in Vol. 79, p. 431, where it was suggested that the essential factor was that of control. In *Shirvell* v. *Hackwood Estates Co. Ltd.*, it is true, the defendants had control of the tree, or at all events of its trunk, so the gist of the decision appears to be that because it had been in a dangerous state throughout the tenancy they were not liable.

Our County Court Letter.

INGOING OF BOARDING HOUSE.

In *Edmondson* v. *Collier*, recently heard at Lancaster County Court, the claim was for £62 10s. as the balance due in respect of the sale of the "ingoing," viz., the furniture and connection, of a boarding house at Morecambe. The plaintiff's case was that the agreed price was £325, of which £200 was paid in cash and the balance was secured by a hire-purchase agreement. Two instalments were secured thereby, and one of £62 10s. had been paid in October, 1937, while the other was due in October, 1938. The defendant, however, had repudiated liability, and he counter-claimed for repayment of the £62 10s. (paid as a first instalment) on the ground of fraudulent misrepresentation. The defendant's case was that the plaintiff had agreed to retire, on selling the business, but she had continued to take visitors elsewhere, and the defendant had accordingly failed to obtain the expected number of visitors. Moreover, the house was not in splendid condition, as represented, but was damp. Rain came through the ceiling of a bedroom, the floorboards in front of the sinks were rotten, the window-cords were broken, and beds had been tied up with string. His Honour Judge Peel, K.C., held that the plaintiff had not carried on business since leaving, and the agreement had therefore not been broken in that respect. The allegations of misrepresentation failed, as the defendant purchased the house mainly on his own inspection and inquiries. In her last season (1936) the plaintiff had made a profit of £245 14s. 3d., and the defendant had only made about £50 or £60 less than this amount in his first season. Judgment was given for the plaintiff on the claim and counter-claim, with costs.

TRESPASS BY LANDLORD.

In *Goodby* v. *Ward*, recently heard at Bromsgrove County Court, the claim was for £100 as damages for trespass, viz., removing a bicycle shed from the garden of a cottage (rented by the plaintiff from the defendant) and breaking into the cottage and removing doors from their hinges and taking out steel window frames. The plaintiff's case was that in January, 1937, he became the tenant of the defendant's cottage at a rent of 14s. a week. Owing to the removal by the defendant of some damsons from the trees in the garden, the plaintiff deducted 2s. a week from the rent. The defendant subsequently removed the shed, without permission, whereupon the plaintiff deducted 4s. a week from the rent. In January, 1938 (apparently in order to make it impossible for the plaintiff to continue living in the cottage) the defendant removed the windows and door, thus necessitating a temporary removal by the plaintiff until the cottage was restored to its proper condition. The defendant's case was that the plaintiff was only deprived of the use of the cottage for four or five days, and the damages were exaggerated. His Honour Judge Roope Reeve, K.C., observed that both parties had taken the law into their own hands, as the plaintiff was not entitled to make the deductions from his rent. Although there was no justification for the defendant's subsequent actions, he put matters right on discovering he was in the wrong. Judgment was given for the plaintiff for £5, plus 17s. as the cost of temporary accommodation elsewhere. It transpired that £15 had been paid into court, and the plaintiff was awarded costs down to the time of payment in. After set-offs in regard to costs, the balance in court was ordered to be paid out to the defendant.

THE TRADE UNION ACT, 1871.

In a recent test case at Pontefract County Court (*Rees* v. *Hough and Others*) the claim was for £5 16s. as damages for non-payment of benefit. A preliminary objection was taken that (*a*) the claim should have been brought against the Yorkshire Mineworkers' Association, and not against the defendants (the five trustees thereof) personally, (*b*) the association's offices were in Barnsley, and there was no jurisdiction in any court elsewhere, (*c*) the hearing of any claim by union members against their union, for breach of an agreement to provide benefit, was prohibited by the Trade Union Act, 1871, s. 4 (3). It was pointed out for the plaintiff that the claim was not against the union, but against the trustees personally, and there was a distinction between a claim for benefit and a claim for damages for non-payment thereof. His Honour Judge Essenhigh held that, in the absence of a contract by the defendants personally, they could not be sued as trustees. The only claim, therefore, was against the union, but no court could entertain such a claim, to which the above sub-section was a complete defence. Judgment was given for the defendants, with costs. It transpired that the plaintiff had become temporarily unemployed by reason of an unauthorised strike of pit-boys.

Books Received.

Gibson's Conveyancing. Fifteenth Edition. 1938. By Arthur Weldon, Solicitor, H. Gibson Rivington, M.A. (Oxon), and J. F. R. Burnett, of Gray's Inn, Barrister-at-Law. Royal 8vo. pp. cvii and (with Index) 766. London: Law Notes Lending Library, Ltd. £2 net.

Mews' Digest of English Case Law. Quarterly issue, April, 1938. By G. T. Whitfield Hayes, Barrister-at-Law. London: Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd.

The Law List. 1938. pp. lvi and (with Index) 1,917. London: Stevens & Sons, Ltd. 12s. 6d. net.

Patents, Designs and Trade Marks. By Charles S. Parsons, B.Sc., Chartered Patent Agent. 1938. Demy 8vo. pp. viii and (with Index) 184. London: The Technical Press, Ltd. 10s. 6d. net.

Town Practice for the Tyro. By the Editors of "Law Notes." Third Edition, 1937. Royal 8vo. pp. viii and (with Index) 108. London: "Law Notes" Publishing Office. 4s. 6d. net.

"*Taxation*" *Key to Income Tax, Sur-tax and National Defence Contribution*, 1938–39. Third Edition, 1938. Demy 8vo. pp. 160. London: Taxation Publishing Co. Ltd.; Jordan & Sons, Ltd. 3s. 6d. net.

To-day and Yesterday.

Legal Calendar.

2 May.—On the 2nd May, 1827, Lord Tenterden took his seat in the House of Lords. An immense congregation of barristers mustered by the Attorney-General, Sir James Scarlett, to do him honour, followed him from the King's Bench to the room of the Earl Marshal, where he exchanged his judicial robes for his peer's robes. Then, conducted by Lord Bexley and Lord Kenyon, he entered the House and presented his patent to the Lord Chancellor. Never before or since was seen below the bar of the House such a serried conglomeration of wigs as the packed ranks of advocates presented.

3 May.—The sessions which ended at the Old Bailey on the 3rd May, 1783, produced a good crop of capital sentences, twelve persons being condemned to death, though one who had been convicted of stealing naval stores was let off with seven years' transportation. Fifteen others got seven years' transportation, and one got fourteen years. There were eleven sentences of imprisonment with hard labour in the house of correction and whipping.

4 May.—Robert Macqueen, afterwards Lord Braxfield, son of John Macqueen of Braxfield, in Lanarkshire, was born on the 4th May, 1722.

5 May.—On the 5th May, 1688, according to the custom of the Puritans, Thomas Rokeby, then a leader of the Bar and soon afterwards a judge, made the following dedication: "I, Thomas Rokeby, doe here under my own hand solemnly and deliberately dedicate and devote myself soul, body and spirit, unto God, the Father, Son and Holy Ghost. I give up sincerely and unreservedly all I am, all I have and all I can do unto God through Christ and I here take God in Christ for my portion, for my all."

6 May.—On the 6th May, 1755, Thomas Randall, a sheriff's officer who had arrested a servant of Count Haslang, the Bavarian Minister in London, was brought from Newgate to His Excellency's house in Golden Square with a paper on his breast recording that he had been adjudged by Lord Chancellor Hardwicke, Chief Justice Ryder and Chief Justice Willes "to be a violator of the law of nations and a disturber of the public repose." International courtesy having been satisfied by the spectacle, Randall was then taken back to Newgate to be imprisoned for three months.

7 May.—On the 7th May, 1592, there died Chief Justice Wray, recorded to have been "a most revered judge, of profound and judicial knowledge accompanied with a very ready and singular capacity and admirable patience." On the whole, this seems to have been true, though, like most of his judicial contemporaries, he was none too scrupulous in Crown cases, the judicial murder of Campion being a particularly black shadow on his reputation. His epitaph, punning phonetically with his name, characterises him as: "*Re justus, nomine verus.*" Another eulogist called him "mindful of what is past, observant of things present and provident of things to come."

8 May.—On the 8th May, 1818, Mathias Mather, charged with forgery, appeared at the Old Bailey in a strait jacket, with heavy chains on his feet and three men to hold him. With staring eyes, a hideous grin and a beard of several weeks' growth, he raved in the dock and tried to eat the herbs placed on its ledge. When asked by Mr. Justice Bayley to plead "guilty" or "not guilty" he made such replies as: "Are you going to give me any tobacco?" and: "I get up with swords and pistols upon me. You want me to eat nothing but poison." At last a jury was sworn to consider the state of his mind, and, after hearing the evidence of the officials of Newgate and several doctors, they found him insane.

The Week's Personality.

Robert Macqueen, Lord Braxfield, "the Jeffreys of Scotland," took his judicial title from his birthplace in Lanarkshire where his father was sheriff substitute. After being apprenticed to a writer to the signet in Edinburgh, he was admitted advocate in 1744. He became the best feudal lawyer in Scotland and attained the largest practice at the Bar there. In 1776, he was raised to the Bench as an ordinary lord of session, and twelve years later he was appointed Lord Justice Clerk. In that position, his harsh severity had the fullest scope and while the hard-headed vigour of his understanding made him a powerful judge, his coarse illiteracy was a disgrace to his position. He indulged in the broadest jests "over which he would chuckle the more from observing that correct people were shocked." Once when it was observed before him that all great men had been reformers, "even Our Saviour himself." Braxfield replied: "Muckle he made o' that; he was hanget." Consulted once as to the advisability of a political prosecution, he said: "Bring me the prisoners and I will find you the law." His dialect was exaggerated Scotch and he domineered ruthlessly over the prisoners, the counsel and the other judges. His whole appearance suggested rather a formidable blacksmith than a judge.

The Hanging Committee.

At the Royal Academy banquet, the Lord Chief Justice in the course of his speech commented on the alarming title of the "Hanging Committee," and marvelled at the activities of those who year by year spent days and even weeks in the apparently inhuman task of hanging their brother artists. He also cited the dictum of that Scottish judge who once told a convicted person that he would be "nane the waur of a hanging." It was the same judge, Lord Braxfield, who, when the counsel for a prisoner charged with a capital offence opened his address, muttered loud enough to be heard by a considerable part of the audience: "Ye may spare your pains; we're determined to hang the scoundrel at any rate." Lord Norbury, his Irish contemporary, had an equally sinister reputation. It was said that he was only once in his life known to shed a tear and that was at the theatre when Macbeth's reprieve arrived in "The Beggar's Opera." Another suitable candidate for a place on a judicial hanging committee would certainly be Mr. Justice Page. Once, in extreme old age, he was stopped by a friend on his way out of court and asked how he was. "My dear sir," he replied with a chuckle, "you see I just keep hanging on—hanging on."

The Pictures of Day, J.

As for "hanging committees" in the sense in which Lord Hewart's hosts use the term, even that would not wholly exclude the lawyers. Mr. Justice Day had as true, as spontaneous and as discriminating a love of painting as it is possible to have. When Millet, Corot and the artists of the Barbizon School were yet unrecognised, he was already treasuring their canvases, and the justice of his appreciation was amply vindicated to the world at large when the sale of his collection of pictures after his death realised £100,000. To him, however, the figure would have meant nothing at all. "Millet starved, Rousseau nearly broke his heart," he would say when a dealer mentioned prices. And his son has described the look with which he quelled a sordid person who, in the presence of one of his most famous Barbizons, ventured to ask: "How many thousands did they say?" The question was not repeated. Less great as a collector, but, nevertheless, distinguished, was Lord Eldin, the Scottish judge of an earlier generation. The dispersal of his collection at Edinburgh drew such crowds to his house that the occasion was marred by the tragedy of the collapse of a floor, precipitating scores of bidders into a chaos of broken joists and beams.

Notes of Cases.

Judicial Committee of the Privy Council.

Secretary of State for India in Council *v.* Bank of India Limited.

Lord Wright, Sir Shadi Lal and Sir George Rankin.
2nd May, 1938.

India — Government — Promissory Note — Endorsement Forged—Renewal of Note by Government —Recovery of Damages for Conversion by Rightful Owner—Government's Right to Indemnity against Person applying for Renewal—Indian Securities Act, 1920, s. 21.

Appeal by the Secretary of State for India in Council from a judgment and decree of the High Court at Bombay, in its appellate jurisdiction, which had affirmed a judgment and decree of the court in its original civil jurisdiction in favour of the respondent.

A woman named Gangabai was the indorsee and holder of a Government promissory note for Rs.5,000. A broker named Acharya, having possession of the note on the woman's behalf, forged her indorsement to it in his favour, and indorsed it for value to the respondents. The respondents, acting in good faith, applied to the Government Securities Department under the Indian Securities Act, 1920, to have a renewed promissory note payable to them issued in exchange for the note, which the respondents gave up in exchange. The woman, becoming aware of the fraud practised by Acharya and the dealing with her note on the part of the respondents and the appellant, which constituted a conversion of her property by either or both as well as by Acharya, sued the appellant in conversion and recovered the appropriate damages. The appellant then brought the present action against the respondents, claiming to be indemnified against the loss thus sustained by him, on the principle that the securities department had issued the renewed note at the request of the respondents, and was accordingly entitled to be indemnified against the damage resulting from the fact that what had been done involved an injury to a third party's rights. By s. 21 of the Indian Securities Act, 1920, which regulates the legal position of government promissory notes, the prescribed officer may, in any case arising, (i) issue a renewed security on the applicant's giving the prescribed indemnity against the claims of all persons claiming under the security so renewed; or (ii) refuse to issue a renewed security unless such indemnity is given. In the present case, the government officer, when issuing the renewed note to the respondents, did not exact a security under that section.

Lord Wright, delivering the judgment of the Board, said that the question was whether the appellant was debarred from relying on an indemnity implied under the common law of India which, in that respect, was identical with that of England. The statement of the principle under which such an indemnity was implied was stated by Lord Halsbury, L.C., in *Sheffield Corporation* v. *Barclay* [1905] A.C. 392, to be correctly expressed in a quotation from counsel's argument in *Dugdale* v. *Lovering*, L.R. 10, C.P. 196. It was on the analogy of *Sheffield Corporation* v. *Barclay*, *supra*, and *Attorney-General* v. *Odell* [1906] 2 Ch. 47, that, in their lordships' judgment, the present case must be determined. There was nothing anomalous in the presence of some element of choice or deliberation on the part of the officer who was the person doing the act, so long as he proceeded on the assertion, or claim, or direction, or evidence of the applicant. The matters which had to be done clearly constituted a request from which the common law indemnity might properly be *primâ facie* implied, none the less because some deliberation might be involved on the part of the officer before he submitted to be satisfied by what the applicant put before him. But Beaumont, C.J., held that the common law indemnity could not be implied under that Act, because of s. 21, which, in his opinion, excluded any implied indemnity because it gave a right to demand an express indemnity and to refuse to give the renewed note unless an express indemnity was given. Their lordships were unable to accept that view. They construed s. 21 as giving an added statutory right, which was different from, and in no way inconsistent with, the common law right. The appeal must be allowed.

Counsel: *H. U. Willink*, K.C., and *Sir Thomas Strangman*, K.C., for the appellant; *Sir William Jowitt*, K.C., and *C. P. Harvey*, for the respondents.

Solicitors: *The Solicitor, India Office; E. F. Turner and Sons.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

House of Lords.

Lord Advocate (on behalf of Inland Revenue Commissioners) *v.* Inzievar Estates.

The Lord Chancellor, Lord Atkin, Lord Thankerton, Lord Macmillan and Lord Romer.

12th April, 1938.

Revenue—Estate Duty—Insurance Policy—Proceeds payable to Assignee of Deceased Policy-holder—Premiums after Assignment paid partly by Deceased and partly by Assignee—Proportion in which Estate Duty payable.

Appeal by the Crown against an interlocutor, dated 25th March, 1937, pronounced by the First Division of the Court of Session as the Court of Exchequer in Scotland, which had allowed an appeal by the respondents, Inzievar Estates, Limited, and set aside an assessment made by the Commissioners of Inland Revenue and remitted the matter to the Commissioners for readjustment.

The following facts were proved or admitted: One, Sligo, effected a policy of assurance on his life for £20,000 in 1910. In 1925, having paid fourteen premiums, he executed a gratuitous assignation of the policy in favour of the respondents. After the assignment he paid the next four premiums, and the respondents then paid the remaining seven premiums which fell due up to the date of Sligo's death in 1935. The proceeds of the policy, amounting in all to £21,800, were paid to the respondents. It was conceded that some estate duty was in those circumstances payable under s. 11 (1) of the Customs and Inland Revenue Act, 1889, and s. 2 (1) (*c*) of the Finance Act, 1894, the question being the proportion of the policy moneys in respect of which estate duty was so payable. It was contended for the Crown that the proportion of the policy moneys liable to the payment of estate duty was four-elevenths, eleven being the number of annual premiums paid after the date of the assignation. It was contended for the respondents that the proportion was four twenty-fifths, there having been twenty-five annual premiums paid in all. The Court of Session (Lord Morison dissenting) were of opinion that the proportion of the policy moneys liable to the payment of estate duty was four twenty-fifths. The Crown appealed. By s. 11 (1) of the Customs and Inland Revenue Act, 1889: " . . . The charge . . . shall extend to money received under a policy of assurance effected by any person dying on or after 1st June, 1889, on his life, where the policy is wholly kept up by him for the benefit of a donee . . . or a part of such money in proportion to the premiums paid by him, where the policy is partially kept up by him for such benefit."

The Lord Chancellor said that it was clear that the reference to a case where the policy was partially kept up for the benefit of the donee must include a case where the donor and the donee shared in the payment of the annual premiums, though he did not think that the phrase could possibly be

confined to such a case. Where, however, the donor and the donee had shares in the payment of some or all of the premiums after the date of the assignation, it would seem plain that the proportion designated in the sub-section was the proportion in which they had paid such premiums after the donation. Moreover, in the latter part of the sub-section, the Legislature was dealing with events which happened after the assignation. There was nothing to indicate that the previous history as to the person who provided the premiums before the assignation had any bearing on the matter. It would be strange if the fraction were to be affected by the circumstance that premiums under the policy of assurance effected by the donor had been paid during the early years by an affectionate parent, or by any third party. Moreover, the sub-section seemed to show by its language that the proportion was to be determined by events which took place after the donation, since those events only, according to the natural construction of the words, were contemplated by the use of the present tense in the two phrases " is wholly kept up," etc., and " is partially kept up," etc. The proportion must be taken to be a proportion based on the shares which the donor and donee respectively had taken in keeping up the policy after the date of the assignment. That conclusion agreed with the opinion of Lord Morison in the First Division, and it also appeared to have been the view taken by Rowlatt, J., in *Attorney-General* v. *Meech*, 15 Annotated Tax Cas. 619. The appeal should be allowed.

The other noble and learned Lords concurred.

COUNSEL: *T. M. Cooper*, K.C. (Lord Advocate for Scotland), *J. H. Stamp*, and *T. B. Simpson*, for the Crown; *J. G. M'Intyre* and *Wm. Grant*, for the respondents.

SOLICITORS: *Solicitor of Inland Revenue, England*, for *Solicitor of Inland Revenue, Scotland; Blount, Petre & Co.*, for *Tait & Crichton*, W.S., Edinburgh.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

In re Down's Agreement.

Greene, M.R., Clauson, L.J., and Luxmoore, J.
16th February, 1938.

VENDOR AND PURCHASER—LAND—SOLE OPTION OF SALE—PROVISION AS TO DURATION—NOTICE OF TERMINATION.

Appeal from a decision of Crossman, J. (81 SOL. J. 982).

By a written agreement dated the 22nd May, 1934, D granted to L the sole option to purchase certain land belonging to him. It was provided that " the option shall operate for three years certain from the date hereof, and after the expiration of that time may be determined by the grantor giving to the grantee twelve months' notice to terminate at the expiration of the said term or at any later date." The grantee registered the land charge in respect of the right so acquired. He died in 1935. The grantor having died in 1936, his executors, in April, 1936, gave notice to determine the option on the 22nd May, 1937. Crossman, J., held that proper notice had been given and that the registered land charge should be vacated.

GREENE, M.R., dismissing the defendant's appeal, said that the plaintiff contended that notice of determination might be given so as to expire at the end of three years or at any later date. The defendant contended that notice could not begin to run till the expiration of the three years, with the result that the agreement would remain binding for four years at least. The contract had to be read as a whole. It started off by giving " three years certain," which indicated that three years only were to be certain, and that continuance thereafter was to be uncertain. The words " after the expiration of that time " must be taken to indicate the point of termination, i.e., the end of the three years' period for which the option was certain.

COUNSEL: *G. Solomon; F. Errington.*

SOLICITORS: *Savage Cooper & Wright*, for *R. W. Skinner*, of Burton-on-Trent; *Bridges, Sawtell & Co.*, for *G. E. Lowe & Son*, of Burton-on-Trent.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Spracklan's Estate.

Greene, M.R., Scott and MacKinnon, L.JJ.
5th April, 1938.

WILL—REVOCATION—DOCUMENT CONTAINING DIRECTION TO DESTROY—DULY SIGNED AND ATTESTED—ADDRESSED TO PERSON HAVING CUSTODY OF WILL—WHETHER EFFECTIVE REVOCATION—WILLS ACT, 1837 (7 Will. IV and 1 Vict. c. 26), s. 20.

Appeal from a decision of Mr. Registrar Long.

The testatrix made a will appointing one D her sole executor and residuary legatee and deposited it with her bank manager. Shortly before she died, and while she was gravely ill, she dictated to one H a document which she, and H and his wife, signed in the presence of one another. It was addressed to the bank manager and stated: " I [H] have undertaken to pay all debts . . . and [the testatrix] wishes me to do this for her sake and will you please destroy the will already made out." Mr. Registrar Long held that the will was not revoked.

GREENE, M.R., allowing the appeal, referred to the Wills Act, 1837, s. 20, and said that he would follow *In the Goods of Durance*, L.R. 2 P. & D. 406, and held that the letter indicated a declaration of intention to revoke the will.

SCOTT and MACKINNON, L.JJ., agreed.

COUNSEL: *Suttill; Evans-Jackson.*

SOLICITORS: *Bickerton Pratt; Trevor Jones & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

R. *v.* Board of Control, Lunacy and Mental Deficiency for England and Wales; *Ex parte* Winterflood.

Slesser and Clauson, L.JJ., and Goddard, J.
8th April, 1938.

MENTAL DEFECTIVE—ORDER FOR DETENTION—CONTINUANCE ORDER MADE SHORTLY AFTER EXPIRY OF ORDER—RELEVANT MATTERS CONSIDERED BEFORE EXPIRY—VALIDITY OF CONTINUANCE ORDER—MENTAL DEFICIENCY ACT, 1913 (3 & 4 Geo. 5, c. 28), s. 11.

Appeal from the King's Bench Division (81 SOL. J. 964).

A mental defective within the meaning of the Mental Deficiency Act, 1913, was in detention pursuant to an order made by the Board of Control appointed under the Act, which order expired on the 24th June, 1931. The order was continued for a further five years, expiring on the 24th June, 1936, by another order, dated the 29th June, 1931, but based on a certificate dated the 19th May, 1931, and a special report, dated the 2nd June, 1931. On the 6th July, 1936, a further continuance order was made for a further five years to expire on the 24th June, 1941, the order of the 6th July being based on a special report and certificate, both dated the 20th May, 1936. The subject of these orders obtained a rule *nisi* for *habeas corpus* on the ground (*a*) that the continuing order of the 6th July, 1936, was bad, as purporting to continue an order which had expired on the previous 24th June, and (*b*) that the order which it purported to continue was invalid, having been made on the 29th June, 1931, to continue an order which had expired five days before. The Divisional Court discharged the rule.

SLESSER, L.J., allowing the applicant's appeal, said that the order made on the 29th June, 1931, was not competent at the time to operate on the man, the authority for whose detention had expired on the 24th June, 1931, as s. 11 of the Act was unambiguous and did not allow any consideration of the convenience or inconvenience which might be felt in operating the Act. Only when the language of an Act was

ambiguous could such questions be considered. There was no power under s. 11 to make an order for more than a year. The right time for the continuance order to have been made would have been the 23rd June, 1931. An order could not be made effective save under the Board's seal. So for five or six days the man could have walked out and no one could have pointed to any authority under which he could properly have been detained. He was not validly detained, as no order was made in 1931 within the period laid down by the Act.

CLAUSON, L.J., and GODDARD, J., agreed.

COUNSEL: *Raeburn; The Attorney-General* (Sir Donald Somervell, K.C.) and *V. Holmes*.

SOLICITORS: *Llewellyn & Co.; Solicitor to the Ministry of Health*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Groom *v.* Crocker.

Greene, M.R., Scott and MacKinnon, L.JJ.
13th April, 1938.

SOLICITOR—INSURANCE COMPANY—MOTOR ACCIDENT—DRIVER NOT TO BLAME—ACTION AGAINST HIM—ADMISSION OF NEGLIGENCE WITHOUT HIS AUTHORITY—REMEDIES.

Appeal from a decision of Hawke, J. (81 SOL. J. 630).

In July, 1934, one Groom took out a motoring insurance policy with the National Farmers Union Mutual Insurance Society, Limited, which agreed to indemnify him against all sums which he might become liable to pay in respect of injuries caused in connection with his motor-car. The policy provided (*inter alia*) that the company should, if and so long as it so desired, have absolute conduct and control of all or any proceedings against him. It was also provided that he should give the society all such information as it might require to enable it to settle or resist any claim as it might think fit. In August, 1934, his motor-car came into collision with a motor-lorry. His brother, who was his passenger, was injured and brought an action for damages against the lorry-owners and against him. In accordance with the policy, he left the defence in the hands of the insurance society, and their solicitor, Crocker, acted as his solicitor in the conduct thereof. The lorry-driver had been convicted of dangerous driving on the occasion of the collision but, nevertheless, in pursuance of a pooling arrangement between the respective insurers interested the solicitor's firm, without the knowledge of Groom, delivered a defence on the 26th March, 1935, admitting that the collision had occurred solely by reason of his negligence. In a covering letter to the solicitors acting on the other side it was stated that Groom admitted that he was negligent on the occasion in question. In May, 1935, Groom for the first time heard of the admissions in the defence, and the solicitor who had drafted it and told the insurance society that they had been made without his consent. He instructed the society to act accordingly. In November, 1935, the trial came on, and on the admissions contained in the defence judgment was entered against Groom for £924 damages and £208 12s. 10d. costs. This sum was at once discharged by the insurance society. In an action by Groom against the solicitor, he was awarded £1,000 damages for negligence and breach of duty, and £1,000 damages for libel in the letter. He was also awarded a sum of £1,132 12s. 10d., being the sum in respect of which judgment had been given in respect of the collision. The defendant solicitor appealed.

GREENE, M.R., in giving judgment, said that the relationship of the parties was that of solicitor and client. To enable the insurance society to obtain a pecuniary advantage under an agreement with which Groom had no concern, the solicitor's firm had committed him to an admission which they did not believe to be true, which was calculated to damage his reputation and which led to a judgment against him. It had been argued that this constituted no breach of duty in view of the provisions of the policy. The policy did not refer in terms to solicitors, but clearly entitled the insurers to nominate a solicitor to conduct proceedings. The duty of the solicitor so nominated could not be the same as that arising in the ordinary case where the client was entitled to require the solicitor to act according to his own instructions. The whole usefulness of the policy's provisions would be defeated if the assured could so interfere with the conduct of the proceedings. He could not complain of anything done by the solicitor on the instructions, express or implied, of the insurers if it fell within the class of things which the insurers, as between themselves and the assured, were entitled to do under the policy. If the solicitor on instructions from the insurers did something to which the insurers were not entitled to require the assured to submit, he would be acting beyond his competence, and if what he did would in the ordinary way be a breach of duty he would be liable accordingly. The insurers were not entitled to require the assured to make the admission here in question. The right given them was to control proceedings in which they and the assured had a common interest to see that the judgment recovered should be for as small a sum as possible. They were given the right to decide the proper tactics in the conduct of the action in what they *bona fide* considered the common interest of themselves and the assured. But they were not entitled to let their judgment of the best tactics be influenced by a wish to get some advantage outside the litigation with which the assured had no concern. The course adopted was unjustified in law and repellant to the sense of business decency. As to the damages, the £1,132 12s. 10d. was irrecoverable. The liability for that amount had been discharged by the insurers, and the claim in the present action was not in respect of a risk covered by the policy, but was a claim against solicitors for negligence, the question being what damage had been suffered by that negligence. Other pecuniary losses alleged were in relation to the "no claim" bonus and the possibility that other insurers might decline to insure the assured or demand a higher premium. But the "no claim" bonus had in fact been allowed, and on the other matter there was no evidence of damage. It had also been said that as a result of the negligence the assured had been subjected to mental suffering, had been held up to public disapproval, and had had his reputation as a careful driver destroyed, and that damages could be awarded for these matters. But the cause of action was in contract and not tort. The relationship of solicitor and client was contractual: *Davies* v. *Lock*, 3 L.T. 125; *Bean* v. *Wade*, 2 T.L.R. 157. The duty of the solicitors here had no existence apart from that relationship. There was no authority for the proposition that in an action based on breach of contract damages could be recovered for the matters referred to. No pecuniary loss arose from them, and no reasonable probability of future pecuniary loss could be shown. The suggestion that in some future proceedings relating to a motor-car accident the assured might be at a disadvantage by reason of these admissions on record was too remote to support an award of damages. The damages under this head must be reduced to 40s. On the issue of libel the finding below that the words were defamatory must stand. It had been assumed that the occasion was privileged. His lordship said he would proceed on that basis, but he must not be taken to assent to the proposition that a solicitor who in breach of duty to his client wrote a letter in the course of litigation to the solicitor on the other side containing matter defamatory of his own client in the truth of which he did not believe, could assert against the client that the occasion was privileged. But assuming that here the occasion was privileged, there was evidence to support the finding of malice or indirect motive. The damages of £1,000 were not excessive.

SCOTT and MACKINNON, L.JJ., agreed.

COUNSEL: *Sir William Jowitt*, K.C., *Samuels*, K.C., and *V. Holmes*; *Pritt*, K.C., and *G. Gardiner*; *Maurice Lyell*.

SOLICITORS: *Linklaters & Paines*; *Metcalfe, Copeman & Pettefar*; *Nash Field & Co.*, for *Reynolds & Co.*, of Birmingham.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Shepherd *v.* **J. Hunter & Co.**

Greer, Slesser and MacKinnon, L.JJ.
3rd May, 1938.

DAMAGES—NEGLIGENCE—HEALTHY INFANT THREE YEARS OLD—DEATH WITHIN TEN MINUTES OF ACCIDENT—LOSS OF EXPECTATION OF LIFE—JURY'S AWARD TOO LITTLE.

Appeal from a decision of Singleton, J.

A healthy boy, three years old, was knocked down by a motor vehicle and died within ten minutes. His father, as administrator of his estate, brought an action against the owners of the vehicle. The jury awarded £90 damages for loss of expectation of life and judgment was given for that amount. The plaintiff appealed on the ground that the damages were inadequate.

GREER, L.J., allowing the appeal, said that the case presented a problem which it was almost impossible accurately to determine. Since *Flint* v. *Lovell* [1935] 1 K.B. 354, and *Rose* v. *Ford* [1937] A.C. 826, it was clear that diminution of the length of life of an injured person could give rise to a claim for damages. The problem was the more difficult when the person was killed, especially where death took place within a few minutes. Though the estate might not have lost a penny but might have gained a considerable sum by the death the administrators as representing those who gained by the death had the same remedy as the injured person would have had if he had lived: Law Reform (Miscellaneous Provisions) Act, 1934, s. 1. In this case, though there was no direct evidence as to what the child's expectation of life would be, the jury were entitled to take into consideration that it was substantial, subject to the risks attached to the life of such a child. If they had arrived at a happy medium and business result no one could have complained but the verdict was erroneous and the amount inadequate (see *Phillips* v. *South Western Railway Co.*, 5 C.P.D. 280). There should be a new trial for damages to be re-estimated.

SLESSER and MACKINNON, L.JJ., agreed.

COUNSEL: *Goldie*, K.C., and *Robert Lambert*; *Lynskey*, K.C., and *Blackledge*.

SOLICITORS: *Maddocks & Colson*, for *P. K. Lee*, of Barrow-in-Furness; *Sharpe, Pritchard & Co.*, for *W. A. Chislett*, of Barrow-in-Furness.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Knightsbridge Estates Trust Ltd. *v.* **Byrne and Others.**

Luxmoore, J. 13th April, 1938.

MORTGAGE—LARGE NUMBER OF DWELLING-HOUSES AND SHOPS AND FLATS—MORTGAGE BY COMPANY—LONG TERM—WHETHER MORTGAGORS ENTITLED TO REDEEM EARLIER—LAW OF PROPERTY ACT, 1925 (15 Geo. 5, c. 20)—COMPANIES ACT, 1929 (19 & 20 Geo. 5, c. 23), ss. 74, 380.

By a mortgage made in 1931, in consideration of £310,000 then paid to them by the defendants (the mortgagees), the plaintiffs (the mortgagors) covenanted to repay the principal with interest at £5 5s. per cent. per annum by eighty half-yearly instalments, the whole amount to become due in case of default in payment of any instalment. The mortgaged property demised to the mortgagees for a term of 3,000 years from the date of the mortgage, subject to a proviso for redemption, consisted of a large number of freehold dwelling-houses, shops and flats in Westminster. It was provided (*inter alia*) that the statutory power of leasing should not be exercisable by the mortgagors for the purpose of granting any term exceeding three years without the consent of the mortgagees, such consent not to be unreasonably withheld. On breach by the mortgagors of any of the provisions of the mortgage, the powers and remedies conferred on the mortgagees by the Law of Property Act, 1925, were to become immediately exercisable by them. It was provided that those powers and remedies should become exercisable if the mortgagors sold the equity of redemption in the mortgaged property or any part thereof. The mortgagors had no power to sell any part of the property free from the mortgage. In this action the mortgagors contended that they were entitled to redeem the mortgage on the usual notice of six months, and the mortgagees contended that they could only redeem by the payments provided for spread over a period of forty years.

LUXMOORE, J., said that on the true construction of the deed, the mortgagors were not entitled to redeem on six months' notice and the postponement did not offend against the rule against perpetuities, as that rule could not be applied to mortgages. But the period of forty years fixed to elapse before repayment was a more severe restriction than was found in any reported case. Further, the mortgage contained several unusual provisions. Had the mortgage been entered into by individuals, his lordship would have had no hesitation in holding that the period during which the mortgagors were precluded from redeeming was unreasonable and that they were entitled to redeem, but it had been contended that because the mortgagors were a company, they were precluded by ss. 74 and 380 of the Companies Act, 1929, from relying on that ground of objection. However, an ordinary mortgage of freehold land was not within the definition of "debenture" in s. 380 and so s. 74 did not apply to prevent the operation of the equitable doctrine as to unreasonable postponement of the period of redemption. The mortgagors were entitled to redeem on six months' notice.

COUNSEL: *Evershed*, K.C., and *J. H. Stamp*; *Gover*, K.C., and *W. M. Hunt*.

SOLICITORS: *Clifford-Turner & Co.*; *Sharpe, Pritchard & Co.*, for *Bremner, Sons & Corlett*, of Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Re **Newhill Compulsory Purchase Order, 1937 (Appeal of Payne.)**

du Parcq, J. 9th March, 1938.

HOUSING—ACCOMMODATION OF PERSONS OF WORKING CLASSES—FIELD BELONGING TO HOUSE—COMPULSORY PURCHASE ORDER—WHETHER PARK OR PLEASURE GROUND—"REQUIRED" AS AN AMENITY—MEANING—HOUSING ACT, 1936 (26 Geo. 5 and 1 Edw. VIII, c. 51), s. 75.

Appeal under para. 2 of Sched. II to the Housing Act, 1936.

The Wath-upon-Dearne Urban District Council made a compulsory purchase order for the acquisition of part of the land belonging to a house called Newhill Hall, the land being required for housing accommodation of persons of the working classes under Pt. V of the Act of 1936. The land required was a field enclosed by a post and rail fence which, at its nearest point to the Hall, was some seventy yards away from it. The land between the Hall and the field was wooded, so that houses built on the field would not, for the most part, be visible from the Hall. From time to time horses, and even cattle, were turned out into the field. The owner of the field also allowed it to be used by societies and clubs for sports and games. The present application to quash the order was made on the ground that the land, being

part of the Hall, was exempt from compulsory purchase by virtue of s. 75 of the Act of 1936, which provides: "Nothing in this Act shall authorise the compulsory acquisition for the purposes of this Part of this Act of any land . . . which . . . forms part of any park, garden or pleasure ground, or is otherwise required for the amenity or convenience of any house." It was argued for the appellant that the local authority must, before making a compulsory purchase order in respect of land, satisfy themselves (1) that it was not a park; (2) that it was not a pleasure ground; (3) that it was not required, although it might be none of those things, for the amenity of a house; and (4) that, although none of those things, it was not required for the convenience of any house. It was argued for the Minister that the section meant that land might not be acquired compulsorily if required for the amenity or convenience of a house as being either a park or a garden or a pleasure ground adjacent to the house, or some other similar parcel of land also required for the convenience or amenity of the house, and that the appellants' construction of the section gave no meaning to the word "otherwise."

DU PARCQ, J., said that it was unnecessary for him to decide whether the appellants' or the respondents' construction of s. 75 was the correct one, or whether it would be enough to say that the land formed part of a park or a pleasure ground, without going on to say that, as such, it was required for the amenity or convenience of a house. He was clear that the word "park" in the Act of 1936 had not the meaning which it had in early legal text books (see "Stroud's Judicial Dictionary"). In this Act the word "park" was used according to its ordinary meaning in common parlance; and see per Swinfen Eady, J., in *Pease* v. *Courtney* [1904] 2 Ch. 503. As to the meaning of the phrase "pleasure ground," it was enough to say that the mere fact that a vacant piece of land in the neighbourhood of a house was sometimes used to procure amusement for neighbours, and that clubs and societies were allowed by the owner to use it for sports and games, was not enough to constitute it a pleasure ground. He (his lordship) was not satisfied on the evidence that the land in question formed part of a pleasure ground or a park, or that it was required for the amenity or convenience of Newhill Hall. As to the question whether the land was so required, that word raised a necessarily difficult question of fact. It was pleasant—an amenity and a convenience—to have much open space round a house, but it did not follow that that open space was "required" for the amenity or the convenience of the house. "Required" meant that, without the land, there would be such a substantial deprivation of amenities or convenience that a real injury would be done to the property owner. The Minister having made up his mind, on proper materials, on all these matter of fact, the court could not interfere, and the appeal must be dismissed.

COUNSEL: *A. Capewell*, for the appellant; *Valentine Holmes*, for the respondent.

SOLICITORS: *Steavenson & Couldwell*, for *Rodgers & Co.*, Sheffield; *Solicitor to the Ministry of Health.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Lewis *v.* Cattle.

Lord Hewart, C.J., Humphreys and Macnaghten, JJ.
7th April, 1938.

POLICE—POLICE OFFICER—WHETHER A "PERSON HOLDING OFFICE UNDER HIS MAJESTY"—OFFICIAL SECRETS ACT, 1911 (1 & 2 Geo. 5, c. 28), ss. 2, 6.

Appeal by case stated from a conviction by Stockport Police Court.

An information was preferred by the respondent, Cattle, under s. 6 of the Official Secrets Act, 1920, against the appellant, Lewis, for that he unlawfully failed to give on demand to the respondent, being a superintendent of police appointed by a chief inspector of police for the purpose, information in his power relating to a suspected offence under s. 2 of the Official Secrets Act, 1911. The justices convicted the appellant and imposed a fine of £5. The following facts were proved or admitted: Lewis was a journalist on *The Daily Dispatch*. On the 11th June, 1937, a warrant was obtained by the Southport police for the arrest of one, Munnings, on a charge of fraudulent conversion. On the 14th June, 1937, information was circulated in writing by the Southport police to other police forces in the form of a document containing a description of Munnings and his alleged *modus operandi*. In *The Daily Dispatch* for the 17th June, 1937, there appeared a paragraph headed: "Frauds on Workless Alleged," of which Lewis was the author, and which closely resembled the police circular. On the 29th July, 1937, Cattle visited Lewis's residence at Stockport and informed him that he required the name of the person from whom he (Lewis) had received the information which was published in the newspaper. Lewis refused to give any information as to the source from which he had obtained the material for the paragraph. By s. 6 of the Official Secrets Act, 1920: "It shall be the duty of every person to give on demand to a chief officer of police, or to a superintendent or other officer of police not below the rank of inspector appointed by a chief officer for the purpose . . . any information in his power relating to an offence or suspected offence under the [Act of 1911] . . . and if any person fails to give any such information or to attend as aforesaid, he shall be guilty of a misdemeanour." The justices found (*a*) that a police officer was in the service of his Majesty; (*b*) that the police document was a confidential document; (*c*) that there were reasonable grounds for suspecting that that document was confidential; and (*d*) that Lewis unlawfully failed to give on demand to Superintendent Cattle information in his power relating to a suspected offence under s. 2 of the Official Secrets Act, 1911, contrary to s. 6 of the Official Secrets Act, 1920.

LORD HEWART, C.J., said that the question raised by the appeal was whether a police officer was a "person holding office under his Majesty" within s. 2 (1) (*a*) of the Official Secrets Act, 1911. In his opinion, every police officer in England and Wales, whether he were a member of the Metropolitan police force or a member of the police force of a county, city, or borough, held the office of constable, and, within his constablewick, had all the duties and rights conferred by the common law and by statute on the holders of his office. He was required to take an oath of office. His primary duty was to preserve the King's peace. It followed that a police officer was a "person holding office under his Majesty" within the meaning of the Official Secrets Acts. The justices were apparently under the impression that a person who was in the service of his Majesty must necessarily hold office under his Majesty. That, however, was not the case. Many offices were held under his Majesty, the holders of which were not in any proper sense of the words in the service of his Majesty; and many persons were in the service of his Majesty who did not in the proper sense of the words hold office under his Majesty. The appeal would be dismissed.

HUMPHREYS and MACNAGHTEN, JJ., agreed.

COUNSEL: *Sir William Jowitt*, K.C., and *J. C. Jolly*, for the appellant; *Valentine Holmes*, and *F. Atkinson*, for the respondent; *G. F. L. Bridgman* held a watching brief for the National Union of Journalists.

SOLICITORS: *Cobbett, Wheeler & Cobbett*, Manchester; *The Treasury Solicitor; Vizard, Oldham, Crowder & Cash.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Mr. Reginald William John Durand-Deacon, solicitor, of Portland Court, W., left property of the gross value of £5,807, with net personalty £4,735. He left £100 to the Benevolent Fund of the Land Agents Society.

Obituary.

Mr. H. P. GLOVER, K.C.

Mr. Henry Percy Glover, K.C., Recorder of Preston, died at Southport, on Friday, 29th April. Mr. Glover formerly practised as a solicitor at Preston, but he was called to the Bar by Lincoln's Inn in 1907 and took silk in 1936. He became Chairman of the Preston, Liverpool and Salford Quarter Sessions in 1935, and later in the same year he was appointed Recorder of Preston. He was a director of Robert Johnson and Co., proprietors of the *Southport Visiter* and the *Southport Journal and Birkdale Advertiser*.

Mr. H. A. DUDDING.

Mr. Henry Arthur Dudding, solicitor, senior partner in the firm of Messrs. Carrick, Dudding & Dudding, of Wigton, Cumberland, died at Wigton, on Monday, 2nd May, at the age of eighty-three. Mr. Dudding was admitted a solicitor in 1878, and was awarded the New Inn Prize. He had been Registrar of Wigton County Court for forty-seven years.

Mr. H. MAWSON.

Mr. Henry Mawson, LL.B., retired solicitor, of Southport, died recently at the age of seventy-four. Mr. Mawson was admitted a solicitor in 1889. He was hon. treasurer of the Southport branch of the N.S.P.C.C., and a member of the committee of the Southport Hydropathic Hospital.

Mr. G. C. PULLMAN.

Mr. Gerald Cozens Pullman, O.B.E., M.A. Oxon, solicitor a partner in the firm of Messrs. Nicholson, Graham & Jones, of Moorgate, E.C., died at Long Ditton, on Friday, 22nd April, at the age of fifty-three. Mr. Pullman was admitted a solicitor in 1913.

Mr. G. M. RILEY.

Mr. George Marvell Riley, M.A., LL.M., solicitor, of Halifax, died on Sunday, 1st May, at the age of seventy-five. Mr. Riley, who was admitted a solicitor in 1887, was a past-president of Halifax Incorporated Law Society and he had also held the offices of hon. treasurer and hon. auditor.

Rules and Orders.

The Supreme Court Funds (No. 1) Rules, 1938. Dated April 26, 1938.

I, the Right Honourable Frederic Herbert Lord Maugham, Lord High Chancellor of Great Britain, with the concurrence of the Lords Commissioners of His Majesty's Treasury, and in pursuance of the powers contained in section 146 of the Supreme Court of Judicature (Consolidation) Act, 1925* and every other power enabling me in this behalf, hereby make the following Rules:—

1. Paragraph (*c*) of Rule 74 of the Supreme Court Funds Rules, 1927,† shall be revoked and the following paragraph shall be substituted therefor:—

"(*c*) When standing to the credit of an account opened for the purpose of a deposit made under the Parliamentary Deposits Act, 1846,‡ or any of the Acts mentioned in paragraph (3) of Rule 44."

2. These Rules may be cited as the Supreme Court Funds (No. 1) Rules, 1938, and shall come into operation on the 4th day of May, 1938, and the Supreme Court Funds Rules, 1927, as amended,§ shall have effect as further amended by these Rules.

Dated the 26th day of April, 1938.

Maugham, C.

James Stuart, } Lords Commissioners of His
Patrick Munro, } Majesty's Treasury.

* 15 & 16 Geo. 5, c. 49.
† S.R. & O. 1927 (No. 1184), p. 1638.
‡ 9 & 10 Vict., c. 20.
§ For amendments *see* S.R. & O. 1931 (No. 459), p. 1239, 1933 (No. 61), p. 1826, 1934 (No. 1069) II, p. 610 and 1935 (Nos. 108, 666 and 969), pp. 1647–51.

Parliamentary News.

Progress of Bills.

House of Lords.

Blackburn Corporation Bill.
Read Third Time. [3rd May.
Bournemouth Corporation (Trolley Vehicles) Provisional Order Bill.
Read Second Time. [4th May.
Bradford Extension Bill.
Read First Time. [2nd May.
Brixham Gas and Electricity Bill.
Read First Time. [2nd May.
Clacton Urban District Council Bill.
Read First Time. [2nd May.
Crewe Corporation Bill.
Read First Time. [3rd May.
Forfar Corporation Water Order Confirmation Bill.
Reported. [2nd May.
Gateshead Corporation Bill.
Read Third Time. [3rd May.
Guildford Corporation Bill.
Read First Time. [2nd May.
Increase of Rent and Mortgage Interest (Restrictions) Bill.
Read Second Time. [2nd May.
Inheritance (Family Provision) Bill.
Read First Time. [2nd May.
Irwell Valley Water Bill.
Read First Time. [2nd May.
London Midland and Scottish Railway Bill.
Read First Time. [2nd May.
Poor's Allotment in Hanwell Bill.
Read First Time. [3rd May.
Romford Gas Bill.
Read First Time. [2nd May.
Saltburn and Marske-by-the-Sea Urban District Council Bill.
Commons Amendments agreed to. [3rd May.
Scottish Land Court Bill.
Read First Time. [14th April.
Solicitors Amendment (Scotland) Bill.
Read Third Time. [14th April.
Swinton and Pendlebury Corporation Bill.
Read First Time. [2nd May.

House of Commons.

Blackburn Corporation Bill.
Read First Time. [3rd May.
Bournemouth Gas and Water Bill.
Lords' Amendments agreed to. [28th April.
Clacton Urban District Council Bill.
Read Third Time. [29th April.
Crewe Corporation Bill.
Read Third Time. [3rd May.
Finance Bill.
Read First Time. [4th May.
Gateshead Corporation Bill.
Read First Time. [3rd May.
Guildford Corporation Bill.
Read Third Time. [2nd May.
Inheritance (Family Provision) Bill.
Read Third Time. [29th April.
Irvine and District Water Board Order Confirmation Bill.
Read First Time. [4th May.
Irwell Valley Water Board Bill.
Read Third Time. [29th April.
London Passenger Transport Board Bill.
Reported, with Amendments. [4th May.
Manchester Corporation Bill.
Read Second Time. [3rd May.
Ministry of Health Provisional Order (Keighley) Bill.
Read Second Time. [4th May.
Nursing Homes Registration (Scotland) Bill.
Read Second Time. [3rd May.
Plymouth Extension Bill.
Read Second Time. [3rd May.
Poor Law (Amendment) (No. 2) Bill.
Lords' Amendments agreed to. [29th April.
Poor's Allotment in Hanwell Bill.
Read Third Time. [2nd May.
Post Office (Sites) Bill.
Reported, with Amendments. [3rd May.
Saltburn and Marske-by-the-Sea Urban District Council Bill.
Read Third Time. [2nd May.
Swinton and Pendlebury Corporation Bill.
Read Third Time. [29th April.

Questions to Ministers.

SOLICITORS (PROSECUTIONS FOR FRAUD).

Mr. LIDDALL asked the Attorney-General whether his attention has been called to recent convictions of solicitors in the criminal courts for fraudulent conversion of clients' money, notably a conviction at Manchester Assizes on 21st April; and whether, in consultation with The Law Society, he will inquire whether a more stringent operation of the requirements of the 1933 Solicitors Act, or a stiffening of its Clauses by further legislation, is needed in order to render it less easy for these cases to occur?

The ATTORNEY-GENERAL: The Law Society have had this matter under very careful consideration. This consideration has not yet been completed but will I understand shortly result in proposals which it is hoped will be effective in dealing with this evil. Until these proposals are formulated it would be premature for me to make any statement on the matter.

[4th May.

Societies.

The Association of County Court Registrars.

The annual general meeting of this Association was held at 60, Carey Street, on 29th April. The president, Mr. H. H. PAYNE, took the chair, and proposed the adoption of the report and accounts for 1937. There was a continuing decrease in membership owing to the grouping of courts, but the members now numbered 192, out of a possible 234, and the balance sheet was satisfactory. The only legislation affecting the county courts during the year had been the Livestock Industry Act. The only important innovation in the Rules of the Supreme Court was the issue of a originating summons in a district registry; it could only issue in respect of property situated within the county court district; if there were no registry in connection with a county court the summons must be issued in London. The Matrimonial Causes Rules, 1937, were of considerable importance and constituted quite a book in themselves which required some study, as there would be no "Raydon" before the end of the year. New County Court Rules had made big changes. The chief point in the Workmen's Compensation Rules was that the doctors had got the upper hand; the proposal now was that there should be a right of appeal from the medical referee to a tribunal of three doctors, sitting in private and without regard to the rules of evidence, and their decision was to be final. It was doubtful whether this proposal would ever get through Parliament.

The Department had been moved on the subject of registrars' remuneration by a moderate, pithy, well-grounded memorandum submitted to the Lord Chancellor's Department. An increase of about 10 per cent. had been given to the majority of registrars, and an increase had been promised to part-time registrars who applied on good grounds. The Rent Restrictions Acts Departmental Committee appointed by the Ministry of Health had received from the association a memorandum, prepared by Mr. Gilbert Hicks, recommending the repeal of s. 4 (4) of the 1923 Act and deprecating the reintroduction of decontrol on vacant possession of Class C houses.

The past year had been a fairly smooth one, and the work had been more evenly distributed throughout the country. There had been a decrease in the number of ordinary summonses, but a very great increase in default summonses. It was a nuisance that these could be issued for five or ten shillings and that the bailiff might have to go miles into the country for personal service. It was an extraordinary anomaly that the City of London Court, under its own Act of Parliament, still issued summonses regardless of the residence of the defendant, although the County Court Rules insisted that the summons must be issued in the district in which the defendant lived. Courts were still being grouped, but there were not now many more which could be either grouped or abolished, and new appointments were being made. New regulations for registrars and high bailiffs would be issued shortly. The duties of auditors were now to be confined to the audit of accounts, and they would have no power over staffs.

In accordance with the new rules, the member of committee who had served longest retired automatically at the annual meeting; the committee in this way would lose Mr. W. J. W. Dickinson.

Mr. E. S. DOBELL, honorary secretary and treasurer, said that the Association was in a very healthy position; the balance sheet showed £137 11s. 9d. in hand.

The annual report and accounts were adopted unanimously.

Mr. GILBERT HICKS (Shoreditch) proposed, and Mr. A. D. MINTON-SENHOUSE (Newcastle-on-Tyne and Hexham) seconded the re-election of Mr. Payne as president for the ensuing year.

Mr. C. SQUIRE (Leicester) proposed, and Mr. A. E. E. BOULTON (Sunderland) seconded the re-election of Mr. F. G. Glanfield (Birmingham) and Mr. H. P. Stanes (Hanley and Stoke-on-Trent) as vice-presidents.

In the absence of any other nomination, the President declared that Mr. T. J. Benjamin (Liverpool) and Mr. L. M. Friend (Clerkenwell) had been elected ordinary and extra-ordinary members of the committee respectively.

THE NEW RULES.

Mr. G. O. WHITE (Whitechapel) saying that it was better to be indiscreet than craven, made some complaints about the new rules and orders, especially Ord. 47, r. 42. This provided that the litigant might now take an objection straight to the judge over the head of the registrar. This was unfair to the registrar. Often enough, some junior clerk prepared the case, knowing very little about it, and giving the registrar very little help. The registrar did his best, but when the principal saw what he had done he realised that it would not do at all, and made an objection. Then the registrar had an opportunity to have the matter argued and to modify his opinion or to set down his reasons in writing. If the matter then went to the judge, the judge had the advantage of previous proper consideration by the registrar. Judges did not like the new rule, and might even refuse to deal with the matter; this was unfair to the litigant. Barristers and judges were not conversant with costs. Mr. White's second objection to the new rules was that they took away the discretion of the registrar, making it appear that registrars had been tried and found wanting. Why should there be a distinction between barristers and solicitors? Solicitors were only human, and naturally tended to keep away from the county court altogether or to leave its work to the junior members of their staff. It was not true to-day to say that county courts were the courts of the poor. There were a number of large cases which took up a good deal of time. Why should the litigant have his case tried at the expense of solicitors, when other experts of all kinds could send in large claims? Mr. White was sorry to see the affidavit of debt abolished. He would like to see it restored, so that judgment could be given in the absence of the defendant. Nor did he think it was an advantage to the litigant that the summons must be issued in the area in which the defendant resided; it might be a hardship in that witnesses had to be brought from all over the country at the defendant's expense.

Mr. D. S. A. MCMURTRIE (Bedford) said that a High Court Taxing Master had said to him that day that he thought it was a great pity to remove objections from the registrar, as often enough a registrar would come to an immature conclusion on insufficient facts and evidence, and could revise his decision on more thorough investigation. He thought that the registrar's discretion would have to be restored in some form, or a great deal of work would be taken away from the county courts.

Mr. W. J. JOSEPH (Norwich) quoted a case in which he would unjustly have given judgment for the whole amount against a defendant who proved only to be a guarantor, if the affidavit of debt had still been in force. On the defendant's denial the plaintiff had admitted mistake.

Mr. H. M. DRAPER (Edmonton) suggested that when there was any dispute about taxation, and the registrar felt he needed more information or to hear the authorities, he might postpone for seven or ten days and let the parties appear again if they wanted to, no costs being allowed if a point of objection were not confirmed by the registrar.

THE PRESIDENT thought this was a good method of dealing with the difficulty, and Mr. G. HICKS said he habitually followed this plan.

Mr. GLANFIELD (Birmingham) thought the matter ought to be further considered by the Rules Committee; there were many cases where the registrar might alter his first decision quite properly and to the satisfaction of all parties. The judge would often refuse the invidious position of criticising the registrar, saying that he knew best; but this was not always fair to the litigant. It was convenient for registrars to have a maximum they could not exceed, but there were some cases in which the costs were grossly inadequate, so that solicitors were discouraged from bringing actions. He regarded affidavits of debt as perfectly useless.

After some discussion Mr. Hicks agreed to bring up Ord. 47, r. 42, again at the Rules Committee. To give him the feeling of the meeting, it was proposed by Mr. WHITE, seconded by Mr. GLANFIELD, and carried without dissentient, "That the old practice as to Rules of Taxation be restored."

Mr. WHITE also proposed, and Mr. J. B. WICKHAM (Westminster) seconded, a second motion: "That the registrar's discretion should be restored on Scales B and C."

Mr. T. J. BENJAMIN (Liverpool) opposed this. He agreed that on Scale B a maximum of three guineas was often grotesque, but he doubted whether the remedy was to return to the weird and wonderful variety of view displayed by different registrars. It was surely for The Law Society to get the maximum put higher. If the Rules Committee could make flexible the one item of instructions for brief, that would meet most of the difficulty.

Mr. SQUIRE proposed, and Mr. GLANFIELD seconded, that this matter be deferred; this was carried with only three dissentients.

Mr. J. C. PARKER (High Wycombe) regretted the reduction of the audit to twice a year and wished the committee would consider that subject.

THE PRESIDENT said that the committee could consider it, but in his opinion the great majority of staffs welcomed the abolition of the tiresome quarterly returns.

Law Association.

The usual monthly meeting of the Directors was held on the 2nd May, Mr. E. Evelyn Barron in the chair. The other Directors present were Mr. Guy H. Cholmeley, Mr. E. B. V. Christian, Mr. Arthur E. Clarke, Mr. Douglas T. Garrett, Mr. W. Alan Gillett, Mr. Ernest Goddard, Mr. G. D. Hugh-Jones, Mr. Frank S. Pritchard, and the Secretary, Mr. Andrew H. Morton. The final arrangements were made for the holding of the annual General Court, Lord Blanesburgh, the President, having notified his willingness to be present and preside. A grant of £27 10s. was made, the final accounts for the financial year were directed to be paid and the annual report was considered and approved; and other general business was transacted.

The Hardwicke Society.

A meeting of the Society was held on Friday, 29th April, in the Middle Temple Common Room, the President, Mr. G. E. Llewellyn Thomas, in the chair. Mr. A. P. McNabb moved: "That this house approves the Budget." Mr. Leon MacLaren opposed. There also spoke Mr. L. S. Weinstock, Captain W. R. Starkey, Mr. C. O. Cummins, Mr. G. Krikorian, Mr. Lewis Sturge (Hon. Treasurer), Mr. T. K. Wigan, Mr. Norman Edwards (Hon. Secretary), Mr. R. H. Hunt, Mr. A. C. Douglas and Mr. S. Nissim. The Hon. Mover having replied, the house divided, and the motion was carried by one vote.

The Union Society of London.

A meeting of the Society was held at the Middle Temple Common Room on Wednesday, the 4th May, the President (Mr. D. W. Dobson) being in the chair. Mr. A. D. Russell-Clarke proposed the motion: "That this House approves the Anglo-Italian Agreement." Mr. C. A. Johnson opposed, and Mr. W. R. Starkey, Mr. S. R. Lewis, Mr. C. R. Hurle-Hobbs, Mr. D. R. Grier, Mr. N. T. Fedrick, the Hon. Treasurer (Mr. H. Moses), Mr. Melville Buckland and Mr. C. Ellingworth, also spoke. Mr. Russell-Clarke replied. Upon division the motion was carried by three votes.

Legal Notes and News.

Honours and Appointments.

The King has approved a recommendation of the Home Secretary that Mr. ARCHIBALD WILLIAM COCKBURN, K.C., be appointed Deputy Chairman of the County of London Sessions, to succeed Sir Herbert Wilberforce, who has resigned.

Mr. ARTHUR STRETTELL COMYNS CARR, K.C., Mr. WILLIAM LENNOX MCNAIR and Mr. FREDERIC AKED SELLERS, M.C., K.C., have been elected Masters of the Bench of the Honourable Society of Gray's Inn.

Mr. J. G. GILLANDERS, K.C., of London (Ontario), has been appointed a Justice of the Appeal Court of Ontario, in succession to the late Justice MacDonnell.

Mr. FRANK BARNES, solicitor, Deputy Town Clerk, Haslingden, Lancs, has been appointed Deputy Clerk of the Bognor Regis Urban District Council. Mr. Barnes was admitted a solicitor in 1937.

Notes.

It is announced by the Law Association that the amount of the relief granted by the Association during the year ending 20th May, 1938, will be £2,173 19s. 9d.

The annual general meeting of the Barristers' Benevolent Association will be held in the Inner Temple Hall on Tuesday, 24th May, at 4.30 p.m. Mr. Justice Goddard will preside.

The Corporation of the City of London has decided to increase the salary of the Remembrancer, Mr. Leslie C. B. Bowker, from £1,500 to £2,000 a year. Mr. Bowker, who was secretary to the Law Officers of the Crown, was appointed in 1933.

A notice of the death at Ashford, Kent, on 3rd May, of Mr. William Anders Adams, after nearly fifty-eight years' faithful service with Hallett, Creery and Co., solicitors, in his seventy-ninth year, appeared in *The Times* last Thursday.

The historic "County Court of Southwark in Surrey," which is to be demolished, will close on 26th May, says *The Times*. The new court for which plans were approved nearly two years ago, will, it is understood, be erected on the site of the old one in Swan Street. Judge Bensley Wells, it is announced, will transfer his court to the Town Hall, Walworth Road, and the Registrar will hear summonses in one of the committee rooms of the municipal building.

Wills and Bequests.

Mr. Albert William Phillips, solicitor, of Hove, left £10,788, with net personalty £10,729.

Mr. William Henry Hales, solicitor, of Adam Street, W.C., and of Wimbledon, left £35,157, with net personalty £34,724.

Mr. David Churton Taylor, solicitor, of Worcester Park, Surrey, and Lincoln's Inn Fields, left £17,650 with net personalty £16,942.

COUNTY COURT CALENDAR FOR MAY, 1938.

The following are the dates of sittings at Clerkenwell County Court during May, which were received too late for inclusion in the Calendar in last week's issue:—

Circuit 41—Middlesex.

HIS HON. JUDGE EARENGEY, K.C.

HIS HON. JUDGE HANCOCK (Add.).

Clerkenwell, 2, 3 (J.S.), 4, 5, 6, 9, 10 (J.S.), 11, 12, 13, 16, 17 (J.S.), 18, 19, 20, 23, 24 (J.S.), 25, 26, 27, 30, 31 (J.S.).

SUMMER ASSIZES.

The following days and places have been fixed for holding the Summer Assizes, 1938:—

OXFORD CIRCUIT.—CHARLES, J.—Tuesday, 24th May, at Reading; Tuesday, 31st May, at Oxford; Monday, 6th June, at Worcester; Saturday, 11th June, at Gloucester; Saturday, 18th June, at Monmouth; Saturday, 25th June, at Hereford; Thursday, 30th June, at Shrewsbury; Thursday, 7th July, at Stafford.

WESTERN CIRCUIT.—FINLAY, J.—Saturday, 28th May, at Salisbury; Monday, 6th June, at Dorchester; Saturday, 11th June, at Wells; Saturday, 18th June, at Bodmin. BRANSON, FINLAY, JJ.—Saturday, 25th June, at Exeter; Monday, 4th July, at Bristol; Tuesday, 12th July, at Winchester.

SOUTH EASTERN CIRCUIT.—DU PARCQ, J.—Thursday, 19th May, at Huntingdon; Saturday, 21st May, at Cambridge; Thursday, 26th May, at Bury St. Edmunds; Tuesday, 31st May, at Norwich; Tuesday, 7th June, at Chelmsford. HUMPHREYS, J.—Saturday, 18th June, at Hertford; Thursday, 23rd June, at Maidstone; Saturday, 2nd July, at Kingston; Saturday, 9th July, at Lewes.

NORTH WALES AND CHESTER CIRCUIT.—SINGLETON and HILBERY, JJ.—Saturday, 21st May, at Newtown; Thursday, 26th May, at Dolgelley; Monday, 30th May, at Caernarvon; Tuesday, 7th June, at Beaumaris; Saturday, 11th June, at Ruthin; Thursday, 16th June, at Mold; Wednesday, 22nd June, at Chester.

H.M. LAND REGISTRY.

OFFICE COPIES OF THE REGISTER AND OFFICIAL SEARCHES IN FORM 94.

1. The Chief Land Registrar desires to inform Solicitors that arrangements have now been made in the Land Registry whereby *photographic* office copies of the register can be

obtained at the cost price of 1s. 6d. for each title number affected. A photographic office copy of the filed plan can also be obtained if desired, at a cost price varying with its size and complexity from 1s. upwards.

2. By the use of office copies of the register, vendors are relieved of the burden of themselves preparing copies of the entries in the land certificate for the use of purchasers and, as such office copies are themselves admissible in evidence, purchasers are relieved of the burden of having to compare the office copies of the register supplied by the vendor with the land certificate in the vendor's possession or with the register.

BUILDING ESTATES.

3. On estates being sold in lots, as many office copies of the register and (if required) of the filed plan as there are plots to be sold can, on application, be obtained from the Registry at further specially reduced rates, so that the vendor may be saved the cost of printing copies of the entries in the land certificate for the use of purchasers. Where multiple office copies of the register are so issued new editions of the register rendering them out of date will not be opened by the Registry.

4. Solicitors are warned that the practice of printing copies of the land certificate of building estates as issued at the time of first registration is highly undesirable. It overlooks the fact that each transfer of part changes the vendor's title and that any of them may involve the opening of a new edition of the register because of restrictive covenants, rights of way, etc., contained therein affecting the land remaining unsold. Such printed abstracts of the land certificate consequently become out of date and cease to be copies of the *subsisting* entries on the register such as a vendor is required by section 110 of the Land Registration Act, 1925, to furnish to purchasers.

Their use throws the machinery of official searches in Form 94 out of gear and embarrasses purchasers, as an essential feature in the smooth working of such official searches is that the copies of the entries in the register supplied by the vendor should be of the *subsisting* entries on the register, i.e., up to date.

NOTE.—A copy of the vendor's filed plan (which in the case of a building estate may be large, complex and expensive to reproduce) is not essential for the protection of a purchaser of registered land in the same way as a copy of the plan on the conveyance to the vendor is required in the case of unregistered land.

In the case of registered land complete protection is given to purchasers by the official search in Form 94 by which they ascertain, before handing over the purchase money, that the plot they propose to buy is in fact in the vendor's title (the only purpose served by the copy of the vendor's plan) and that no dealing adverse to them has been registered affecting it since the issue of the office copy of the register supplied by the vendor.

H.M. Land Registry.

2nd May, 1938.

Court Papers.

Supreme Court of Judicature.

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness	MR. JUSTICE FARWELL. Witness Part II
	Mr.	Mr.	Mr.	Mr.
May 9	Hicks Beach	Ritchie	Andrews	*Hicks Beach
,, 10	Andrews	Blaker	Jones	*Andrews
,, 11	Jones	More	Ritchie	*Jones
,, 12	Ritchie	Hicks Beach	Blaker	*Ritchie
,, 13	Blaker	Andrews	More	*Blaker
,, 14	More	Jones	Hicks Beach	More

DATE.	GROUP II. MR. JUSTICE MORTON. Witness Part I.	MR. JUSTICE BENNETT. Non-Witness	GROUP I. MR. JUSTICE CROSSMAN. Witness Part I.	MR. JUSTICE SIMONDS. Witness Part II.
	Mr.	Mr.	Mr.	Mr.
May 9	*More	Blaker	*Jones	Ritchie
,, 10	*Hicks Beach	More	*Ritchie	Blaker
,, 11	*Andrews	Hicks Beach	*Blaker	More
,, 12	Jones	Andrews	*More	Hicks Beach
,, 13	Ritchie	Jones	*Hicks Beach	Andrews
,, 14	Blaker	Ritchie	Andrews	Jones

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 12th May 1938.

	Div. Months.	Middle Price 4 May 1938.	Flat Interest Yield. £ s. d.	‡ Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	111	3 12 1	3 4 4
Consols 2½%	JAJO	75¼	3 6 5	—
War Loan 3½% 1952 or after ...	JD	102xd	3 8 8	3 6 8
Funding 4% Loan 1960-90	MN	113	3 10 10	3 3 4
Funding 3% Loan 1959-69	AO	98¼	3 1 1	3 1 9
Funding 2¾% Loan 1952-57	JD	97½	2 16 5	2 18 5
Funding 2½% Loan 1956-61	AO	90¾	2 15 1	3 1 3
Victory 4% Loan Av. life 22 years ...	MS	111½	3 11 11	3 5 5
Conversion 5% Loan 1944-64 ...	MN	113	4 8 6	2 8 6
Conversion 4½% Loan 1940-44 ...	JJ	106½	4 4 6	1 18 1
Conversion 3½% Loan 1961 or after	AO	102½	3 8 4	3 6 11
Conversion 3% Loan 1948-53 ...	MS	102	2 18 10	2 15 1
Conversion 2½% Loan 1944-49 ...	AO	99	2 10 6	2 12 2
Local Loans 3% Stock 1912 or after	JAJO	88¼	3 8 0	—
Bank Stock	AO	339	3 10 9	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	81	3 7 11	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	88	3 8 2	—
India 4½% 1950-55	MN	112½	4 0 0	3 4 6
India 3½% 1931 or after	JAJO	93	3 15 3	—
India 3% 1948 or after	JAJO	80	3 15 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	109½	4 2 2	3 18 5
Sudan 4% 1974 Red. in part after 1950	MN	107½	3 14 5	3 5 8
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 2 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	106	4 4 11	2 12 11
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	92	2 14 4	3 1 9
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	105	3 16 2	3 12 1
Australia (Commonw'th) 3% 1955-58	AO	89	3 7 5	3 15 11
*Canada 4% 1953-58	MS	108	3 14 1	3 6 2
*Natal 3% 1929-49	JJ	101	2 19 5	—
New South Wales 3½% 1930-50 ...	JJ	97	3 12 2	3 16 4
New Zealand 3% 1945	AO	93	3 4 6	4 3 4
Nigeria 4% 1963	AO	107	3 14 9	3 11 6
Queensland 3½% 1950-70	JJ	97	3 12 2	3 13 2
*South Africa 3½% 1953-73	JD	102xd	3 8 8	3 6 7
Victoria 3½% 1929-49	AO	97	3 12 2	3 16 10
CORPORATION STOCKS				
Birmingham 3% 1947 or after ...	JJ	86½	3 9 4	—
Croydon 3% 1940-60	AO	95	3 3 2	3 6 6
*Essex County 3½% 1952-72 ...	JD	103	3 8 0	3 4 10
Leeds 3% 1927 or after	JJ	86	3 9 9	—
Liverpool 3½% Redeemable by agreement with holders or by purchase...	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	71½xd	3 9 11	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85½xd	3 10 2	—
Manchester 3% 1941 or after ...	FA	86	3 9 9	—
Metropolitan Consd. 2½% 1920-49 ...	MJSD	97½xd	2 11 3	2 15 3
Metropolitan Water Board 3% "A" 1963-2003	AO	87½	3 8 7	3 9 9
Do. do. 3% "B" 1934-2003 ...	MS	89½	3 7 0	3 8 0
Do. do. 3% "E" 1953-73 ...	JJ	97	3 1 10	3 2 10
*Middlesex County Council 4% 1952-72	MN	107	3 14 9	3 7 3
* Do. do. 4½% 1950-70	MN	112	4 0 4	3 5 6
Nottingham 3% Irredeemable ...	MN	86	3 9 9	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 7 10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ...	JJ	110	3 12 9	—
Gt. Western Rly. 4½% Debenture ...	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture ...	JJ	129½	3 17 3	—
Gt. Western Rly. 5% Rent Charge ...	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	127½	3 18 5	—
Gt. Western Rly. 5% Preference ...	MA	117½	4 5 1	—
Southern Rly. 4% Debenture ...	JJ	108½	3 13 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	108½	3 13 9	3 9 5
Southern Rly. 5% Guaranteed ...	MA	126½	3 19 1	—
Southern Rly. 5% Preference ...	MA	114½	4 7 4	—

* Not available to Trustees over par.

‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.